

# City of Bell Agenda Report

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DATE: January 27, 2011

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: CONSIDERATION OF A RESOLUTION SETTING THE DATES AND  
TIMES OF THE CITY COUNCIL'S REGULAR MEETINGS FROM JANUARY  
THROUGH APRIL OF 2011

## DISCUSSION

Section 506 of the City of Bell's Charter provides that the "City Council shall hold regular meetings at least once each month" and at times fixed by a resolution. Accordingly, the Staff proposes the following schedule for the Council's regular meetings from February through April 2011:

Monday, February 7, 2011 at 7:00 PM

Monday, March 7, 2011 at 7:00 PM

Monday, April 4, 2011 at 7:00 PM

The schedule of the City Council's regular meetings for the remainder of the 2011 calendar year will be brought back for the Council's consideration at the April 4, 2011 meeting.

## RECOMMENDATION:

Staff recommends that:

1. The title of the Resolution No. 2011-04 be read;
2. The City Council waive further reading of Resolution No. 2011-04; and
3. The City Council adopt Resolution No. 2011-04.

1560901.3

**RESOLUTION NO. 2011-04**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL  
SETTING THE DATES AND TIMES OF THE CITY COUNCIL'S  
REGULAR MEETINGS FROM FEBRUARY THROUGH APRIL OF 2011**

**WHEREAS**, the City of Bell's Charter authorizes the City Council of the City of Bell ("the City") to set and fix the dates and times for the regular meetings of the Council; and

**WHEREAS**, Section 506 of the City of Bell's Charter that the "City Council shall hold regular meetings at least once each month" and at times fixed by a resolution; and

**WHEREAS**, the City Council desires to set the dates and times for the regular meetings for February through April of 2011; and

**WHEREAS**, the dates and times for the regular meetings of the City Council for the remainder of the 2011 calendar year will be set and fixed in April of 2011.

**THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND AND RESOLVE AS FOLLOWS:**

**SECTION 1. FEBRUARY – APRIL 2011 SCHEDULE OF CITY COUNCIL MEETINGS.**

Pursuant to Section 506 of the City of Bell's Charter, the City Council fixes and sets the following dates and times for the Council's regular meetings during February through April of 2011:

Monday, February 7, 2011 at 7:00 PM

Monday, March 7, 2011 at 7:00 PM

Monday, April 4, 2011 at 7:00 PM

**SECTION 2. EFFECTIVE DATE.**

This Resolution shall take effect immediately upon adoption.

**SECTION 3. SEVERABILITY CLAUSE.**

The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**[RECORD OF THE VOTES AND SIGNATURES ON THE NEXT PAGE]**

**PASSED, APPROVED AND ADOPTED** this 27<sup>th</sup> day of January, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Oscar Hernandez, Mayor

ATTEST:

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Rebecca Valdez, City Clerk

APPROVED AS TO FORM:

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James M. Casso, Interim City Attorney

1498059.2

# City of Bell Agenda Report

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**DATE:** January 27, 2011

**TO:** Mayor and Member of the City Council

**FROM:** Pedro Carrillo, Interim Chief Administrative Officer

**BY:** James Casso, Interim City Attorney

**SUBJECT:** Consideration and Rejection of the Claims of Gloria McGee, Ana Maloy, Maria Mendez, Alan North, and Maria Soria

## DISCUSSION:

The above listed claims were filed against the City alleging liability of the City and seeking payment. The Third Party Administrator has reviewed the claims and is recommending they be rejected and be returned to them for further investigation and defense. Copies of the Claims are available in the office of the City Clerk for further review.

## FISCAL IMPACT:

Each of the claims is seeking monetary payment from the City.

## RECOMMENDATION:

It is recommended that the City Council reject the following claims filed against the City:

- Gloria McGee
- Ana Maloy
- Maria Mendez
- Alan North
- Maria Soria

# City of Bell Agenda Report

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DATE: January 27, 2011

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: Receive and File - Department of Community Services - Grant Programs

## RECOMMENDATION:

Receive and file the attached report describing capital improvement and programmatic grants administered by the Community Services Department.

## BACKGROUND:

The City of Bell, Department of Community Services, administers and manages several state and federal grant programs that improve park and open space facilities, offer educational enrichment to Bell residents, and increase public awareness of the benefits of waste reduction and recycling. These grants have been both competitively sought as well as received through entitlement.

For Fiscal Year 2010-2011, the attached spreadsheet and narrative highlight current, open grants administered through the Department of Community Services. One example is the pending installation of rubberized playground surface material at Veterans' Memorial Park that may be funded using a State entitlement grant.

Other, annual entitlement awards, provided through the State Resources Agency, are used to educate and increase public awareness on the benefits of recycling, reducing and re-using. The City has implemented a variety of programs that encourage Bell residents to recycle used motor oil; recycle plastic, glass and aluminum beverage containers; and, switch from plastic and paper to reusable shopping bags.

Lastly, the federal US Department of Education recently awarded the City of Bell \$200,000 to implement an afterschool technology program designed to teach Bell youth critical computer skills to enhance learning and development. The grant will be used for the purchase of approximately 60 laptop computers, and the recruitment of a computer instructor to create a mobile computer laboratory proposed at two Bell community facilities; the Teen Center and Veterans' Memorial Park.

ATTACHMENT

**City of Bell**  
Community Service Grants  
FY 2010-2011

Tina Gall

**Active Grant Projects**

Location	Program	Grant Source	Grant Award	Exp. Date	Expenditure-to-Date	Balance Remaining	Total Reim	Encumbered/Not Reimbursed	Other Funding	Total
Vet's Park	Playground Surface	State	\$49,225.00	6/30/2011	\$0.00	\$0	\$0	\$0	\$10,000	\$59,225.00
<b>Total</b>			\$149,098.00							\$59,225.00

**Pending Recommended Projects**

Location	Program	Grant Source	Grant Award	Exp. Date	Expenditure-to-Date	Balance Remaining	Total Reim	Enc/Not Reimbursed	Other Funding	Total
Teen Center	Computer Learning Lab	Federal	\$200,000.00	9/30/2011	0	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00
Citywide	Lighting Replacement	Federal	\$148,800.00	2/28/2011	0	\$148,800.00	\$0.00	\$0.00	\$0.00	\$148,800.00
Citywide	Multi-family Recycling	State	\$104,646.00	11/30/2011	\$20,000	\$84,646.00	\$0.00	\$20,000.00	\$0.00	\$104,646.00
Citywide	Beverage Container Re	State	\$5,000.00	6/30/2012	\$0	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00
Citywide	Used Motor Oil Recycle	State	\$5,232.00	6/30/2012	0	\$5,232.00	0	\$0.00	\$0.00	\$5,232.00
<b>Total</b>			\$463,678.00							\$463,678.00

**Pending Not Recommended**

Location	Program	Grant Source	Grant Award	Exp. Date	Expenditure-to-Date	Balance Remaining	Total Reim	Enc/Not Reimbursed	Other Funding	Total
Citywide	Bell Community Health and Wellness Center	State	\$3,000,000.00	6/30/2011	\$275,000.00	\$2,725,000.00	\$211,882.00	\$63,118.00	\$0.00	\$3,000,000.00
<b>Total</b>			\$3,000,000.00				\$211,882.00	\$63,118.00	\$0.00	\$3,000,000.00

**Completed Projects**

Location	Program	Grant Source	Grant Award	Exp. Date	Expenditure-to-Date	Balance Remaining	Total Reim	Encumbered/Not Reimbursed	Other Funding	Total
Vet's Park	Children's Restroom	State	\$99,873.00	6/30/2011	\$99,873.00	\$0	\$23,403	\$76,470	\$0	\$99,873.00

# City Of Bell Agenda Report

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DATE: January 27, 2011  
TO: Mayor and Council Members  
FROM: Pedro Carrillo, Interim Chief Administrative Officer  
SUBJECT: Professional Services Agreement with RSCC Engineering, for Interim City Engineering Services

## **Background:**

Pursuant to Government Code Section 37103, and Municipal Code Section 10.04.020, the City may hire a traffic engineer, who shall serve as the Director of Public Works.

The City has received a proposal from RSCC Engineering, Inc. ("RSCC") to provide interim traffic engineering services. RSCC is currently providing the City with these services.

## **Discussion:**

Under the terms of the proposed professional services agreement, RSCC will serve as the City's interim traffic engineer, and will be paid pursuant to a monthly retainer, at a rate of \$2,700.00 for the first twenty hours of services, and \$135.00 per hour thereafter.

Pursuant to the terms of the proposed scope of work, RSCC is required engage in the following: consult with staff and review all matters pertaining to engineering, attend City Council meetings, maintain municipal engineering records and maps at City Hall, advise the Chief Administrative Officer on opportunities for construction and engineering financing, assist in the preparation of capital improvement projects, review proposed land developments, and any other services generally performed by a city engineer.

## **Recommendation**

It is recommended that the Council authorize the Interim Chief Administrative Officer to enter into a professional services agreement RSCC Engineering, Inc. for interim engineering services, subject to the approval as to form by the Interim City Attorney.

Attachments:

1. Professional Services Agreement

1560813.1

**CITY OF BELL  
PROFESSIONAL SERVICES AGREEMENT FOR  
INTERIM CIVIL ENGINEERING SERVICES  
RSCC ENGINEERING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of January 2011 ("Effective Date"), by and between the City of Bell, a municipal corporation ("City") and RSCC Engineering, Inc., a California corporation ("Consultant"). City and Consultant are collectively referred to herein as "Parties" and individually as "Party".

**RECITALS**

A. The City desires to utilize the services of Consultant as an interim independent contractor in the field of civil engineering to advise the City concerning various engineering issues.

B. Consultant represents that it is fully qualified to perform such civil engineering by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the Parties of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

**1. Consultant's Services.**

**1.1 Scope and Level of Services.** Pursuant to the authority provided by Government Code Sections 36505 and 37103, and Municipal Code Section 10.04.020, Consultant shall serve as City's Interim Engineer and City's Traffic Engineer and shall perform general duties and functions related to civil engineering and traffic engineering as assigned by the Interim Chief Administrative Officer, or such other person designated in writing by the Interim Administrative Officer (herein referred to as "City Representative"). Consultant's duties are more particularly described in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

**1.2 Consultant's Representations.** As an express condition to City entering into this Agreement, Carlos Alvarado, P.E., shall be directly responsible for the performance of work required pursuant to this Agreement. If, at any time, the services of Carlos Alvarado, P.E. are not available to supervise the services to be performed under the terms of this Agreement, this Agreement shall be immediately cancelable at the option of City, and City shall no longer be bound to make compensation to Consultant for any purposes whatsoever after the date Carlos Alvarado, P.E. is no longer available to provide such supervision.

**1.3 City's Responsibilities.** The City shall make available to the Consultant all records, reports, files and other documents necessary to allow Consultant to properly perform the services required pursuant to this Agreement.

**1.4 Appointment.** All Engineering Personnel appointed to City shall have sufficient experience and expertise necessary to provide the Consulting Services. The Consultant shall not designate any other persons to perform the services of City Engineer without prior written permission of City.

**1.5 Additional Services.** In addition to the services described in Section 1.1, Consultant may provide additional services as requested by City. The Chief Administrative Officer shall have the authority to approve up to a maximum of 10 additional hours of services per month in excess of the monthly retainer. Any additional services in excess of this amount must be approved by the City Council prior to Consultant commencing work.

**2. Term of Agreement.** This Agreement is effective as of the Effective Date, and shall remain in full force and effect until April 1, 2011, unless sooner terminated as provided in Section 13 herein. The Parties may mutually agree to renew the Agreement for additional twelve-month terms upon the same terms and conditions set forth in this Agreement. If such renewal contemplates amendments to the terms, compensation or fee structure set forth in this Agreement, the terms, compensation, or fee structure set forth in this Agreement must be proposed in writing NO LATER THAN JUNE 30th of each year and will be subject to the review and approval of the City Council.

**3. Compensation.**

**3.1 Compensation.** Subject to the maximum sums hereafter provided, City shall pay Consultant a flat monthly retainer of Two Thousand Seven Hundred Dollars (\$2,700.00) for a maximum of 20 hours per month of civil engineering and traffic engineering services. City shall not withhold applicable federal or state payroll or other required taxes, or make other authorized deductions from any payment made to the Consultant.

**3.2 Mileage Reimbursement.** City shall not compensate Consultant for the time the City Engineer spends commuting to and from City and Consultant's office or the respective residences of the City Engineer. City shall compensate Consultant for the time the City Engineer spends driving within the City or between the City and another location in the discharge of their respective duties under this Agreement.

**3.3 Compensation for Additional Services.** Consultant shall be compensated for any additional services provided pursuant to Section 1.5 herein in accordance with Consultant's standard hourly rate schedule, attached hereto as Exhibit A and incorporated herein by this reference as though set forth in full, or at such other rate as City and Consultant mutually agree in writing.

**4. Method of Payment.**

**4.1 Monthly Invoices.** Each month, Consultant shall submit to City Representative invoices for the services performed pursuant to this Agreement. The

invoices shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked and the reimbursable miles driven for each day in the period. Said invoices shall be remitted to the following address set forth in Section 14 of this Agreement.

**4.2 Disputed Amounts.** City shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by City as a result of Consultant's breach of this Agreement or Consultant's negligence.

**4.3 Payment.** City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the maximum amount set forth in Section 3.1.

**4.4 Audit of Records.** At any time during regular working hours, all records, invoices, time cards, cost control sheets and other records maintained by Consultant shall be available for review and audit by the City.

**4.5 Notice of Changes.** Consultant shall provide written notice to the City no later than twenty (20) days after the occurrence of any event (including any direction by the City) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to determine whether such a change is appropriate. However, no such change to this Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant's failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

**5. Standard of Performance.** Consultant shall perform all services under this Agreement in accordance with the standard of care and expertise prevailing in California for the performance of such services, and in a manner reasonably satisfactory to City.

**6. Ownership of Work Product.** All reports, documents, original plans, stamps, specifications, exhibits or other written material created or developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant. Any re-use by City of any such materials on any project other than the project for which they were prepared shall be at the sole risk of City unless City compensates Consultant for such use. Nothing in this Section 6 shall be construed to prohibit Consultant from retaining copies for its records of any reports, documents, original plans, stamps, specifications, exhibits or other written material covered by this section.

6.1 Consultant shall notify and obtain written approval from the City before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.

6.2 The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed under this Agreement. Consultant shall defend, indemnify hold the City, its officers, directors agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.

**7. Status as Independent Contractor.** Consultant is an independent contractor and neither Consultant nor any employee of Consultant is or will be treated as an employee of the City under this Agreement. City controls the result to be accomplished under this Agreement, but not the means by which Consultant achieves such results.

- 7.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums. Consultant shall defend and indemnify the City for any taxes, fines, penalties and attorneys' fees assessed or threatened to be assessed against City for failure to properly withhold taxes as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of City.
- 7.2 City will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant's employees. Consultant shall defend and indemnify the City for any contribution, fines, penalties and attorneys' fees assessed or threatened to be assessed against City for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of City.
- 7.3 City will not make any payments to Consultant, or Consultant's employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker's compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of City.

7.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

**8. Confidentiality.** Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

**9. Conflict of Interest.** No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090.

**10. Indemnification.** Consultant shall indemnify, defend and hold harmless the City and its directors, officers, employees, agents and representatives (collectively "City"), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons, including death) incurred by City ("Losses"), as a result of Consultant's breach of any provision of this Agreement, Consultant's failure to comply with applicable laws, Consultant's negligent acts or omissions, or Consultant's willful misconduct. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the City may have including, without limitation, the right to implied indemnity.

**11. Insurance.** Consultant, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the City. The coverages provided by such insurance shall not be construed as limitations of liability.

11.1 Required Policies.

11.1.1 Commercial General Liability Insurance (contractual, products, and completed operations coverages included)

with a combined single limit of no less than \$1,000,000 and a general aggregate limit of no less than \$1,000,000.

11.1.2 Business or Comprehensive Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.

11.1.3 Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 in the aggregate.

11.1.4 Employers' Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 in the aggregate.

11.1.5 Workers' Compensation Insurance as required under the Workers' Compensation Insurance and Safety Act of the State of California.

## 11.2 Required Terms.

11.2.1 All policies except workers' compensation shall name as additional insureds the City, its directors, officers, employees, agents and representatives.

11.2.2 All policies shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.

11.2.3 All policies shall provide that coverage cannot be cancelled without twenty (20) days prior written notice to the City.

11.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the City. All policies shall include waivers of subrogation in favor of the City and its insurers.

11.2.5 All policies required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the City and having a Best rating of A or better.

**12. Cooperation.** In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

**13. Termination.** City shall have the right to terminate this Agreement for any reason on thirty (30) calendar days written notice to Consultant. Consultant shall be paid for authorized services satisfactorily rendered to the last working day the Agreement is in effect, and Consultant shall have no other claim against City by reason of such termination. Following any termination of this Agreement, Consultant shall promptly return all City property, and shall likewise provide to City all finished and unfinished data, studies, maps, reports, and other deliverables and work-product prepared by Consultant pursuant to this Agreement.

**14. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and City's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

City: Chief Administrative Officer  
City of Bell  
6330 Pine Ave.  
Bell, California 90201  
Fax: (323) 771-9473

Consultant: Carlos Alvarado, P.E.  
President  
RSCC Engineering, Inc.  
15859 E. Edna Pl., Suite 105  
Irwindale, CA 91706  
Fax:

**15. Substance Abuse Policy.** The City Engineer shall be required to sign proper documentation for the maintenance of a drug-free workplace.

**16. Non-Assignability; Subcontracting.** Consultant shall not assign or subcontract all or any portion of this Agreement. Any attempted or purported assignment or sub-contracting by Consultant shall be null, void and of no effect.

**17. Compliance with Laws.** Consultant shall perform its services under this Agreement in compliance with all applicable federal, state and local laws, ordinances, codes, rules, regulations and professional standards ("Applicable Laws"). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all licenses and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.

**18. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a

waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

**19. Attorney's Fees.** In the event that either Party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees, expert witness fees and arbitration fees and costs, in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

**20. Arbitration.** Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The Parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The Parties shall split the cost of the arbitrator's fee and any court reporter required by the arbitrator or if both Parties agree to having the proceedings taken down by a court reporter.

**21. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, this provisions of the Agreement shall prevail.

**22. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. This Agreement shall be construed as a product of the joint effort between the Parties and shall not be construed against either Party as its drafter.

**23. Choice of Law and Venue.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California. The Parties agree that the venue for ay action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.

**24. Equal Opportunity.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

**25. Authority.** Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

[Signatures begin on next page]

IN WITNESS WHEREOF, the Parties, through their respective authorized representatives, have executed this Agreement as of the Effective Date.

CITY OF BELL

By: \_\_\_\_\_  
PEDRO CARRILLO  
Interim Chief Administrative Officer

ATTEST:

By: \_\_\_\_\_  
REBECCA VALDEZ  
City Clerk

Approved as to Form:  
Meyers Nave Riback Silver & Wilson

By: \_\_\_\_\_  
JAMES M. CASSO  
Interim City Attorney

CONSULTANT

RSCC ENGINEERING, INC.

By: \_\_\_\_\_  
Name: CARLOS ALVARADO  
Title: President

## EXHIBIT A

### SCOPE AND LEVEL OF SERVICES

#### CITY OF BELL

#### INTERIM CIVIL ENGINEERING SERVICES

Interim City Engineer shall administer the functions pertaining to the engineering needs of the City, including but not limited to the following:

##### GENERAL ADMINISTRATIVE FUNCTIONS

1. Be available to consult with staff on all matters relating to engineering.
2. Review all matters pertaining to engineering to insure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interests and are in keeping with City goals, specifications and practices as well as with local, state, and federal laws.
3. Be available to the public and private developers to handle matters dealing with the engineering functions of City government.
4. Attend Council, Commission, and Committee meetings as requested by the Chief Administrative Officer or his/her designee.
5. Direct other contract engineering services to assure compatible and timely response to City needs.
6. Maintain, at City Hall, municipal engineering records and maps required to insure accurate information is available to the City and public.
7. Prepare reports, investigations, studies and evaluations as may, from time to time, be required and directed by the City Manager or his/her designee.
8. Perform other engineering related functions as directed by the Interim Administrative Officer or his/her designee.
9. Advise the Chief Administrative Officer or his/her designee as to engineering and construction financing available from other government agencies and, when so directed, prepare and initiate applications for funding. Also serve as Resident Engineer when required pursuant Caltrans/Federal requirements.
10. Provide technical assistance for City personnel when so directed.
11. Provide for enforcement of engineering related City ordinances.
12. Provide inspection services for investigations of engineering related complaints and conditions.

13. Assist clerical staff in management of records relating to engineering. Serve as liaison to the City Clerk for engineering related matters.
14. Provide public information regarding municipal engineering matters.
15. Assist City personnel in the preparation of capital improvement projects, improvement plans, specifications, bid documents and public improvement project management.
16. Solicit proposals for capital improvement project design work.
17. Assist the Chief Administrative Officer in the review and evaluation of bid submittals.
18. Provide construction observation and management during the course of City projects. Act as Resident Engineer. Assist with inspection, approval of payments, cost estimating, filing of notices and other related tasks.
19. Advise the City on National Pollution Discharge Elimination System (NPDES) compliance.
20. Provide (4) four hours of public counter or inter office service per week to assist with the evaluation and/or processing of utility excavation permits, grading plans, sub-division maps and other engineering related issues.

#### DEVELOPMENT REVIEW FUNCTIONS

1. Review proposed improvements and land developments and provide recommendations as to engineering matters to insure conformance with City ordinances and State Law
2. Perform statutory functions of the City Engineer pertaining to the review and checking of lot line adjustments, parcel and tract maps, including tentative, final, and vesting maps. Ensure map conformance with State Subdivision Map Act and City ordinances.
3. Provide a "turn around" checking time for maps and improvement plans generally not to exceed two weeks for first plan check after the application has been determined complete. The Engineer shall be responsible for notifying the applicant in writing of any final plan or final map deficiencies within (30) days, specifying those items needed to complete the application
4. Establish performance, labor, and material bond amounts when required and insure the posting of such securities and other development fees within the proper time sequence of such development control.
5. Provide such necessary and related functions as are the normal practice of the City Engineer in control of private development.

EXHIBIT A  
CITY OF BELL  
APPROVED FEE SCHEDULE  
CIVIL ENGINEERING SERVICES

Monthly Retainer and Schedule of Hourly Rates

Monthly Retainer

City Engineer (20 hours monthly, additional hours @ published billing rates.)	\$2,700.00
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**EXHIBIT "A"**  
**SCHEDULE OF HOURLY RATES**

POSITION	HOURLY RATES
Principal in Charge/City Engineer	\$135.00
Registered Engineer	\$115.00
Sr. Designer (Civil)	\$90.00
Traffic Engineer (Design)	\$90.00
Project Coordinator	\$90.00
Technician/CA Operator	\$70.00
Draftsperson	\$65.00
Sr. Inspector	\$65.00
Survey Crew (1 Man) with Equipment	\$130.00
Survey Crew (2 Man) with Equipment	\$160.00
Survey Crew (3 Man) with Equipment	\$225.00
Delivery Services	Actual Cost
Document Reproduction Cost	Actual Cost
Other Special Services by Others Under RSCC Supervision	Actual Cost

1548847.4

# City of Bell Agenda Report

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DATE: January 27, 2011  
TO: Mayor and Members of the City Council  
FROM: Pedro Carrillo, Interim Chief Administrative Officer  
SUBJECT: Request for Proposal (RFP) for various City services

## DISCUSSION:

Pursuant to Section 1111 of the City of Bell Charter, “every contract involving an expenditure of more than \$25,000 for the construction of improvement (excluding maintenance and repair) of public buildings, works, street, drains...where the expenditure required for such purchase shall exceed the sum of \$25,000, shall be let to the lowest responsible bidder.” In addition, various audits have issued findings questioning the sole sourcing practicing of the prior administration..

In order to ensure compliance with the Charter, staff is seeking Council’s authorization to prepare Requests for Proposals (“RFP”) for the following services:

- Engineering
- Graffiti removal, street sweeping, sidewalk steam-cleaning, bus shelter maintenance
- Para transit/Transportation
- Public Works
- Grant Management

## FISCAL IMPACT:

The City may realize economic savings by awarding contracts to the lowest responsible bidder.

## RECOMMENDATION:

It is recommended that the City direct staff to prepare RFPs for the above stated services and to return at a future Council meeting with the RFPs for Council consideration and approval.



**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>



**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

November 03, 2010

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

22 NOV 3 2010

Dear Supervisors:

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**RELINQUISHMENT OF COUNTY JURISDICTION  
OF VARIOUS STREETS IN VARIOUS CITIES  
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)  
(3 VOTES)**

**SUBJECT**

This action is to relinquish County jurisdiction over certain streets to the appropriate cities due to completion of improvements.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find this action is categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt the Resolution declaring certain streets in various cities are no longer a part of the County System of Highways.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to find that this action is exempt from the California Environmental Quality Act (CEQA) and to relinquish County of Los Angeles (County) jurisdiction over streets listed on the enclosed Resolution. The County Board of Supervisors (Board) previously declared these streets a part of the County System of Highways for the purpose of constructing specific improvements upon them.

The County has completed all improvements on the identified streets and no longer needs to retain jurisdiction over them. Therefore, jurisdiction for the streets will be relinquished to the appropriate cities.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1). The relinquishment of jurisdiction will result in termination of County maintenance responsibility and reduce the County's exposure to potential liability.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the General Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County obtained jurisdiction over these streets to administer cooperative projects for improvements. All of the cities consented to the County taking jurisdiction as required under the provisions of Sections 1700 to 1704, inclusive, of the California Streets and Highways Code.

The enclosed Resolution declares that certain streets are no longer a part of the County System of Highways. The Resolution has been reviewed and approved by County Counsel as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed action is categorically exempt from CEQA. The relinquishment of jurisdiction is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria as specified in Section 15321 of the State CEQA Guidelines.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The improvements on all the streets have been completed and accepted by your Board. Accordingly, this relinquishment will have no impact on current services or projects.

### **CONCLUSION**

Upon adoption of this Resolution, please transmit one certified copy to the City Clerks of the Cities of Alhambra, Arcadia, Bell, Cerritos, Claremont, Compton, Covina, Culver City, Downey, El Monte, Glendale, Hawthorne, Industry, Inglewood, Lakewood, La Mirada, La Verne, Lawndale, Long Beach, Los Angeles, Lynwood, Montebello, Monterey Park, Palmdale, Paramount, Pasadena, Pico Rivera, Pomona, Redondo Beach, Rolling Hills Estates, Rosemead, San Dimas, San Gabriel, San Marino, Santa Fe Springs, South El Monte, South Gate, South Pasadena, Temple City, and Torrance.

Please return one adopted copy of this letter and one copy of the Resolution to the Department of Public Works, Survey/Mapping & Property Management Division, together with a copy of your Board's minute order.

Respectfully submitted,



GAIL FARBER  
Director

GF:SGS:mr

Enclosures

- c: Auditor-Controller (Accounting Division - Asset Management)
- Chief Executive Office
- County Counsel
- Executive Office

**RESOLUTION DECLARING PORTIONS OF  
VARIOUS STREETS NO LONGER BE A PART OF  
THE COUNTY SYSTEM OF HIGHWAYS**

WHEREAS, by Resolution adopted, that portion of the hereinafter-described streets within the listed Cities, County of Los Angeles, State of California, have been declared by the Board of Supervisors of said County to be a part of the System of Highways pursuant to the provisions of Sections 1700 to 1704, inclusive, of the Streets and Highways Code of the State of California for certain roadway repair and/or improvement purposes; and

WHEREAS, such purposes have now been accomplished:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that the following named streets within the Cities listed are hereby declared to no longer be a part of the County System of Highways of said County and that this Resolution will become effective for each street indicated 10 days after filing with the appropriate City Clerks of the Cities of Alhambra, Arcadia, Bell, Cerritos, Claremont, Compton, Covina, Culver City, Downey, El Monte, Glendale, Hawthorne, Industry, Inglewood, Lakewood, La Mirada, La Verne, Lawndale, Long Beach, Los Angeles, Lynwood, Montebello, Monterey Park, Palmdale, Paramount, Pasadena, Pico Rivera, Pomona, Redondo Beach, Rolling Hills Estates, Rosemead, San Dimas, San Gabriel, San Marino, Santa Fe Springs, South El Monte, South Gate, South Pasadena, Temple City, and Torrance.

<u>Street &amp; Limits</u>	<u>Project ID No./Supervisorial District</u>	<u>Cities</u>
Garfield Avenue from Pine Street to Riggin Street	CC 8603/S.D. 1 and 5	Alhambra and Monterey Park
Atlantic Boulevard from Huntington Drive to Union Pacific Avenue	CC 8536/S.D. 5	Alhambra, Monterey Park, San Marino, and South Pasadena
Atlantic Boulevard/Huntington Drive/Garfield Avenue	CC 8972/S.D. 5	Alhambra, San Marino, and South Pasadena
Fremont Avenue from Alhambra Road to Valley Boulevard and Mission Road from Fremont Avenue to Chapel Avenue	CC 6889/S.D. 5	Alhambra and South Pasadena
Temple City Boulevard from Duarte Road to Loftus Drive	CC 8749/S.D. 1 and 5	Arcadia, El Monte, Rosemead, and Temple City
Santa Anita Avenue from Live Oak to Durfee Avenue, et al.	CC 8831/S.D. 1 and 5	Arcadia, El Monte, South El Monte, and Temple City
Gage Avenue over Los Angeles River	CC 6340/S.D. 1	Bell
Marquardt Avenue over Coyote Creek	CC 8324/S.D. 4	Cerritos
South Street over Coyote Creek	CC 8324/S.D. 4	Cerritos
South Street from Downey Avenue to Studebaker Road	CC 8756/S.D. 4	Cerritos, Lakewood, and Long Beach
Towne Avenue from Harrison Avenue to County Road	CC 8528/S.D. 1 and 5	Claremont and Pomona

Alameda Street from Artesia Freeway (State Route 91) to Lomita Boulevard	CC 6907/S.D. 2 and 4	Compton
Atlantic Avenue from Abbott Road to Alondra Boulevard	CC 8833/S.D. 2	Compton and Lynwood
Arrow Highway over Big Dalton Wash	CC 8509/S.D. 5	Covina
Higuera Street over Ballona Creek	CC 8261/S.D. 2	Culver City
Suva Street over Rio Hondo Channel	CC 8400/S.D. 4	Downey
Paramount Boulevard from Beverly Boulevard to Carson Street	CC 8724/S.D. 1 and 4	Downey, Lakewood, Long Beach, Paramount, Pico Rivera, and South Gate
Lower Azusa Road over Rio Hondo Channel	CC 8317/S.D. 1	El Monte
Valley Boulevard over Rio Hondo Channel	CC 8337/S.D. 1	El Monte
Valley Boulevard from Rumford Avenue to Temple Avenue	CC 8229/S.D. 1	El Monte and Industry
Canada Boulevard-Glendale City College Pedestrian Overcrossing	CC 8311/S.D. 5	Glendale
Canada Boulevard over Verdugo Wash	CC 8307/S.D. 5	Glendale
Foothill Boulevard at Pennsylvania Avenue	CC 8916/S.D. 5	Glendale
El Segundo Boulevard from 450 feet east of Isis Avenue to Inglewood Avenue	CC 7109/S.D. 2	Hawthorne

Van Ness Avenue from Imperial Highway to El Segundo Boulevard	CC 8778/S.D. 2	Hawthorne
La Brea Avenue from Centinela Avenue to Century Boulevard	CC 8884/S.D. 2	Inglewood
Leffingwell Road from Telegraph Road to La Mirada Boulevard	CC 8439/S.D. 4	La Mirada
Valley View Avenue from 100 feet north of Gannet Street to Artesia Boulevard and Alondra Boulevard from Trojan Way to La Mirada Boulevard	CC 8690/S.D. 4	La Mirada
White Avenue from Foothill Boulevard to Mission Boulevard	CC 8529/S.D. 1	La Verne and Pomona
Hawthorne Boulevard from 162nd Street to Newton Street	CC 8818/S.D. 2 and 4	Lawndale, Redondo Beach, and Torrance
Broadway over Shoreline Drive	CC 8388/S.D. 4	Long Beach
Del Amo Boulevard over Los Angeles River	CC 8259/S.D. 4	Long Beach
Culver Boulevard over Ballona Creek	CC 6540/S.D. 4	Los Angeles
Whittier Boulevard from 5th Street to 1st Street	CC 8622/S.D. 1	Montebello
Avenue T 400 feet west of Little Rock Creek to 600 feet east of Little Rock Creek	CC 7075/S.D. 5	Palmdale
Somerset Boulevard over Los Angeles River	CC 8244/S.D. 4	Paramount

Intersection of New York Drive and Eaton Wash	CC 8849/S.D. 5	Pasadena
Paramount Boulevard over U.P.R.R. north of Whittier Boulevard	CC 8334/S.D. 1	Pico Rivera
Indian Hill Boulevard from Gateway Center Drive to Holt Avenue	CC 8530/S.D. 1	Pomona
Crenshaw Boulevard from Torrance City Boundary to Palos Verdes Drive North	CC 8895/S.D. 4	Rolling Hills Estates
Ramona Boulevard over Rubio Wash	CC 8321/S.D. 1	Rosemead
Del Mar Avenue/Hill Drive from Hermosa Drive to San Gabriel Boulevard	CC 8828/S.D. 1 and 5	Rosemead and San Gabriel
Cienega Avenue from Valley Center Avenue to Lone Hill Avenue	CC 8093/S.D. 5	San Dimas
Los Robles Avenue from Mission Street to Huntington Drive	CC 8537/S.D. 5	San Marino
Shoemaker Avenue from Lakeland Road to Imperial Highway	CC 8641/S.D. 1	Santa Fe Springs

STATE OF CALIFORNIA )

) ss

COUNTY OF LOS ANGELES )

I, SACHI A. HAMAI, Executive Officer of the Board of Supervisors of the County of Los Angeles, do hereby certify that the attached is a full, true, and correct copy of a Resolution adopted on November 3, 2010 by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts for which said Board so acts.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of the County of Los Angeles this 3 day of November, 2010.



APPROVED AS TO FORM

ANDREA SHERIDAN ORDIN  
County Counsel

By: Rosalinda Dy  
Deputy

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By: [Signature]  
Deputy

GT:mr

P:\mppub\admin\maria\resolutions\RESOLUTION RELINQISHMNT GRPD

# City of Bell Agenda Report

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DATE: January 27, 2011  
TO: Mayor and Members of the City Council  
FROM: Pedro Carrillo, Interim Chief Administrative Officer  
SUBJECT: DISCUSSION REGARDING HIRING OF AN ASSISTANT CHIEF  
ADMINISTRATIVE OFFICER

## DISCUSSION

At the request of Councilmembers George Mirabal and Lorenzo Velez, direction is sought from the Council on the hiring of an Assistant Chief Administrative Officer.

As Council is aware, given the fiscal challenges the City faces, the City has been operating for the last several months with one department head and most members of the staff serving in multiple capacities.

Under the Section 606 of the City's Charter, the Council "may direct the Chief Administrative Officer to appoint an Assistant Chief Administrative Officer." Recently, Councilmembers Mirabal and Velez also have expressed their interest in having the Assistant CAO assist with the financial challenges the City is facing.

In an effort to continue the City's commitment to open and transparent operations, it is suggested that the Council consider direction related to the appointment of an Assistant CAO, including conducting a search for qualified candidates.

## RECOMMENDATION

Staff seeks Council direction.

1579568.4

# City Of Bell Staff Report

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DATE: January 27, 2011  
TO: Mayor and Members of the City Council  
FROM: Pedro Carrillo, Interim Chief Administrative Officer  
BY: James M. Casso, Interim City Attorney  
SUBJECT: Legal Services Contract for Special Counsel Services

## **BACKGROUND:**

As directed by the City Council in closed session on December 1, 2010, the Interim City Attorney has negotiated a draft agreement with the law firm CARLSON, CALLADINE & PETERSON LLP, for the provision of specific and limited special counsel services.

A draft agreement is attached for your consideration.

## **RECOMMENDATION**

It is recommended that the City Council approve the agreement and authorize the Interim CAO to execute on behalf of the City.

1561007.1

CARLSON, CALLADINE & PETERSON LLP  
353 Sacramento Street, 16th Floor  
San Francisco, CA 94111  
TEL: (415) 391-3911  
FAX: (415) 391-3898

January \_\_\_\_, 2011

**ATTORNEY-CLIENT FEE CONTRACT**

This document (the "Agreement") is the written fee contract under which **Carlson, Calladine & Peterson LLP** ("we" or "us") will provide legal services to **The City of Bell, California and its related Authorities, Agencies and Entities** ("you").

1. **EFFECTIVE DATE.** The date at the beginning of this Agreement is for reference only. The Agreement will not take effect, and we will have no obligation to provide legal services, until you return a signed copy of this Agreement. The Agreement's effective date will, however, be retroactive to the date we first performed services. Even if this Agreement does not take effect, you will be obligated to pay us the reasonable value of any services we have performed for you.
2. **SCOPE OF SERVICES.** You are hiring us to represent you solely in the following matters: Evaluate and provide legal advice with respect to those specific matters and directed by the City Council in closed session on December 1, 2010. We are not agreeing to represent you in the prosecution of any litigation. Should that potential subsequently arise, we would only agree to such representation pursuant to a separate written fee agreement reflecting mutually agreed upon terms.

We will provide those legal services reasonably required to represent you and take reasonable steps to keep you informed of progress and to respond to your inquiries. Unless we make a different written agreement, this Agreement governs all services we perform for you.

3. **YOUR DUTIES.** You agree to be truthful with us, cooperate, keep us informed of developments, abide by this Agreement, pay our bills on time, and keep us advised of your address, telephone number and whereabouts. You expressly authorize us to communicate with you through your agent for purposes of this representation, Steven Meyers, and to take instructions from him on your behalf. This matter may require a substantial amount of your and his time to review documents, or to assist us in dealing with your adversaries.

You will retain complete control over the course and conduct of the evaluation and potential litigation. Decisions regarding any potential settlement of the case are reserved exclusively to you. Any potential defendant that is the subject of litigation should contact you directly, without having to confer with us. You retain complete veto power over any decisions made

by us. You will also be personally involved in overseeing the evaluation and potential litigation.

4. **COMMUNICATIONS.** Absent your request to the contrary, we will make reasonable efforts to keep you fully advised as to the litigation and disseminate all documents and correspondence to you. We will seek your opinions on all significant issues.
5. **CONFIDENTIALITY.** It is in your best interest to preserve the confidentiality of all communications between us. Your ability to protect the confidentiality of those communications may be jeopardized if you disclose their contents to third parties.
6. **TRUST ACCOUNT.** To the extent we hold your funds in trust, we will deposit those funds in a general trust account. With a general trust account, interest earned is not paid to you, but to the State Bar of California to fund legal services.
7. **DEPOSIT.** You hereby pay an advance initial deposit, which we acknowledge receiving, in the sum of \$15,000. We will place your deposit in the general trust account. The intent is that this deposit will be used to pay for work as it is performed. The deposit will be applied to our statements for fees and costs and you authorize us to transfer funds deposited in that account to our general account to pay such fees and costs. Any balance is fully refundable after completion of the matters in the scope of our representation to the extent a balance remains after fees and costs are paid.
8. **RESPONSIBILITY FOR AND PAYMENT OF LEGAL FEES AND COSTS; BILLING PRACTICES.**

a. **Rates.** You agree to pay all fees for legal services at our hourly rates and all costs incurred in handling the legal matters described above. The hourly rates of our attorneys and legal assistants are set forth in the attached Rate Schedule, which is incorporated into this Agreement. The total amount of fees and costs will vary depending on circumstances. Here, while we preliminarily agree to limit our fees and costs to the amount of the initial retainer, we cannot guarantee that sum will be adequate to complete our evaluation. Should we believe the evaluation will require additional time to complete, we will first seek your approval to incur the additional time, and request a further retainer which will be treated in the same manner as the initial deposit. Any projection of fees or costs is merely an estimate, not an agreement to perform the above services for a flat fee. It is the intention of the parties that should the initial investigation determine that there are viable causes of action against the parties listed above that this fee agreement will be renegotiated and become a contingent fee agreement. All hourly fees paid for the initial investigation will be credited against the ultimate contingent fee award.

b. **Specific Charges.** We charge for the time spent on telephone calls relating to your matter, including calls with you, third parties, opposing parties or counsel, and others as we believe is necessary. The legal personnel assigned to your matter will confer among themselves about this matter, as required. When they do, each person charges for the time

spent. Likewise, if more than one of the legal personnel is required to attend a meeting, hearing or other proceedings, each charges for the time spent. We charge for waiting time in court and elsewhere, and for local and out-of-town travel time.

9. **COSTS AND OTHER CHARGES.**

a. **General.** We may incur various costs and expenses in performing legal services for you. You agree to pay for those costs and expenses in addition to the hourly fees. We may elect, but are not obligated to incur costs on your behalf and seek reimbursement from you. In some circumstances you may be required to pre-pay such costs. At our option, certain bills for costs incurred will be forwarded directly to you for payment. You agree to pay such costs in a timely manner. All charges for in-house costs will be included in our bill. You acknowledge having read, understood, and agreed to the rates for costs and expenses set forth in the attached Rate Schedule, which is incorporated into this Agreement.

b. **Costs and expenses commonly include:** long distance telephone calls; travel charges; fax charges; messenger and other delivery fees; postage; photocopying and other reproduction costs; charges for computer time; and similar items. We have the right to use an outside copy service and charge you the amount charged to us.

c. **Out-of-town travel.** You agree to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by our personnel.

d. **Experts, Consultants, and Investigators.** To help us provide you with legal advice, we may need to hire expert consultants or investigators. We will consult with you and secure your consent before we hire experts or incur expert expenses. While the experts or investigators will report to us, they shall be deemed employed by you, not by us. They may present bills for their services to us, and we may either: (a) forward the bills to you for direct payments or (b) pay the bills, in which case the amount paid will be considered a cost advanced by us. You agree to pay their fees and charges.

10. **BILLING.** We will send you bills for legal fees and costs monthly. To the extent the bill exceeds the amount of any deposits in our trust account, your payment is due within thirty (30) days of the date we mail the bill. Our bills will reflect current charges for professional services rendered on an hourly basis, including all work performed by attorneys and legal assistants. There will be variations in hourly rates depending upon which of the legal personnel assigned to your matter performed the services. Our bills will also reflect cash disbursements made by us for costs incurred on your behalf.

11. **DISCHARGE AND WITHDRAWAL.** You may discharge us at any time. We may withdraw from representing you with your consent or for good cause. Good cause includes your breach of this Agreement (including your failure to timely pay bills and/or deposits), your refusal to cooperate with us or to follow our advice, or any circumstance that would, in our opinion, render our continued representation of you unlawful or unethical.

When our services conclude, all unpaid charges will immediately become due and payable. After our services conclude, we will, upon your request, deliver your file to you as provided by California law. We will also return any deposit in your trust account remaining after payment of amounts owing for fees and costs, along with any other of your funds or other items in our possession.

12. **TERMINATION.** Our retention terminates absolutely when the work described above in Paragraph 2 matter is completed or we are discharged or withdraw. After this representation terminates, we do not undertake or have a continuing duty to represent you or keep you informed about any matters, facts, law, or developments which are or may be relevant to the matter for which we were retained.
13. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees; and all of our statements on any such matters are statements of opinion only.
14. **ARBITRATION AND ATTORNEYS' FEES.**
  - a. **General.** Any dispute with respect to your liability for fees and costs shall be submitted to arbitration in accordance with the California Business & Professions Code, section 6200 *et seq.*, and the California Code of Civil Procedure section 1280 *et seq.*
  - b. **Attorneys' Fees.** In any litigation or arbitration arising out of any fee dispute between the parties, the prevailing party shall be entitled to recover attorneys' fees and costs.
15. **INDEPENDENT COUNSEL.** You understand your right to obtain, at your own expense, independent legal counsel regarding this Agreement or any aspect of this matter. Your signature below indicates you either sought such advice or waive your right to do so.
16. **COUNTERPARTS.** This Agreement may be signed in counterparts. Each counterpart shall constitute a binding agreement upon each and all of the undersigned.

**NOTICE TO CLIENTS**

**DO NOT SIGN THIS FEE AGREEMENT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY.**

The parties to this Agreement have read and understood its terms and agree to them, as of the date Carlson, Calladine & Peterson LLP first provided services.

WHEREFORE, the parties to this Agreement, through their duly authorized representatives, have signed this attorney-client fee agreement on the date(s) which appear below:

CITY OF BELL, CALIFORNIA

Dated: January \_\_\_, 2011

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

Dated: January \_\_\_, 2011

CARLSON, CALLADINE & PETERSON LLP

By: \_\_\_\_\_  
GUY D. CALLADINE

## RATE SCHEDULE

Client(s):                   **CITY OF BELL, CALIFORNIA**

Hourly Rates:               Partners: \$375/hour; Associates: \$250/hour; Legal Assistants \$155/hour.

Standard charges:        We charge for our time in minimum units of 0.1 hours

Costs and Expenses:

In-office photocopying	20 cents each
Mileage	\$.50 per mile
FAX	\$.75/ page (sending)
Postage	Actual cost
Messenger	Actual cost
Long Distance Phone	Actual cost
Information Databases	Actual cost

Subject to change:

The rates on this schedule are subject to change on thirty (30) days written notice. If you decline to pay any increased rates, we will have the right to withdraw as your lawyers.

1561005.1

# *City of Bell Agenda Report*

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**Date:** January 27, 2011

**To:** Mayor and Members of the City Council

**From:** Pedro Carrillo,  
Interim Chief Administrative Officer

**Subject: Consideration of Approval of 2011 Holiday Schedule**

DISCUSSION:

The City Personnel Rules and Regulations establish a total of thirteen (13) holidays each year. This includes one (1) discretionary holiday. In order to maximize the hours of service to the community, and allow a total of thirteen holidays, we have prepared the 2011 Holiday schedule.

RECOMMENDATION:

It is recommended that City Council approve the Holiday Schedule for 2011.

2011 City of Bell Holiday Schedule	
New Years Day	Friday, December 31, 2010
Martin Luther King	Monday, January 17, 2011
President's Day	Monday, February 21, 2011
Memorial Day	Monday, May 30, 2011
Independence Day	Monday, July 4, 2011
Labor Day	Monday, September 5, 2011
Veteran's Day	Friday, November 11, 2011
Thanksgiving	Thursday, November 24, 2011
Day after Thanksgiving	Friday, November, 25, 2011
Christmas Day	Monday, December 26, 2011

\* In addition, 30 Discretionary Holiday Hours for Non-Police Dispatch Personnel

\* In addition, 15 Discretionary Holiday Hours for Police Personnel

\* In addition, 10 Discretionary Holiday Hours for Police Dispatch Personnel

# City of Bell Agenda Report

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DATE: January 27, 2011

TO: Mayor and Council Members  
FROM: Pedro Carrillo, Interim Chief Administrative Officer

BY: James M. Casso, Interim City Attorney

SUBJECT: DISCUSSION REGARDING THE AMENDMENT PROCESS TO THE BELL CITY CHARTER

## **DISCUSSION**

For the Council's information and discussion, this report briefly and generally outlines the process for amending a city charter.

If a citizens group or a city council wishes to amend or repeal a portion of the city charter, the steps remain largely the same as they are for drafting a charter. There are, however, two notable exceptions. First, the petition calling for the repeal or amendment needs only 10% of the electorate's signatures, instead of the previous 15%. *See* Cal. Elec. Code §§ 9215 and 9255. The other notable difference has to do with the charter itself. A city charter may establish different rules for the municipal elections process than those laid out by the state legislature in the Elections Code. If this is the case, the city's charter will govern the elections process used to appeal or amend the city's charter, instead of the general laws laid out in the Elections Code.

In Bell, Section 1403 of the City Charter sets forth that "except as otherwise provided in this Charter, any amendment of this Charter shall be made pursuant to and in accordance with the applicable provisions of the State Constitution."

There are two ways to draft and adopt a city charter. The first is to elect a charter commission. The commission then has the responsibility of debating over the provisions and the drafting of the charter. The other alternative allows the City Council, on its own motion, to draft the charter. In either case, the charter is not effective until it is ratified by a majority vote of the city's voters who vote in the election.

## ***ADOPTION/AMENDMENT OF A CHARTER BY CHARTER COMMISSION***

When using the charter commission approach, the first step is to elect the commission. The vote to elect a charter commission is called for by either a majority vote of the city council or by a petition signed by not less than fifteen percent (15%) of the registered voters within the city. If the formation of a charter commission is requested by a petition, the authority in charge of the city's registration records must verify the signatures on the petition. The expense of this verification must be paid for by the city's governing board. If the petition is verified, the city's governing board must call for an election in accordance with sections 1000 and 10403 of the California Elections Code. *See* Cal. Gov't Code § 34452.

Once it has been decided that a charter commission election will take place, candidates for commissioners must be nominated. Candidates for the office of charter commissioner are nominated either in the same manner as officers of the city or by petition. A candidate for charter commissioner must be a registered voter of the city. After the election of commissioners, any vacancy on the commission will be filled by a mayoral appointment. *See* Cal. Gov't Code § 34452.

At an election for charter commission members, the voters will vote first on the following question: "Shall a charter commission be elected to propose a new charter?" After voting on this question, the voters will then vote for the charter commission candidates. If a majority of the voters vote for the formation of a charter commission, then the top fifteen candidates for the office of charter commissioner will be organized as the city's charter commission. No commission will be formed if a majority of voters vote against the election of a charter commission. *See* Cal. Gov't Code § 34453.

Once formed, the charter commission will have the responsibility of developing the city's charter. After a simple majority of commissioners have decided that the proposed charter is appropriate, they file the charter with the city's clerk in preparation for a vote by the city's electorate. *See* Cal. Gov't Code § 34455. However, instead of sending the whole charter at once, periodically the commission may send portions of the charter to the city's electorate for a vote. *See* Cal. Gov't Code § 34462.

After the charter (or portions of it) has been filed, it must be copied in type greater than 10 point and either mailed to all the voters of the city or made available to those citizens who wish to review it before the election. The city may show the difference between existing provisions of law and the new charter through the use of distinguished type styles, but this is not required. *See* Cal. Gov't Code § 34456.

After the charter has been filed with the city clerk, the city council must decide whether to call a special election or to wait until the next established municipal election to submit the charter to the voters. If the council determines that a special election should be held, then they must call for that special election within 14 days of the charter being filed. The special election must be set at least 95 days after the date from which the special election was called. *See* Cal. Gov't Code § 34457. In any case, the charter commission must send the charter to the voters within two

years of the vote that formed the commission. Upon the expiration of the two-year time period, the commission is abolished. *See* Cal. Gov't Code § 34462.

### ***ADOPTION/AMENDMENT OF THE CHARTER BY THE CITY COUNCIL***

The alternative to electing a charter commission is to have the city's governing board develop and draft the charter. An election to decide on the adoption of a charter may be called by initiative or the city council. *See* Cal. Const. art. XI, § 3. On its own motion, the city council may propose a charter and submit it to the voters for adoption. *See* Cal. Gov't Code § 34458. With this option, the council can call a special election or allow the charter to be voted on at any established election date, as long as that election date is at least 88 days after the proposed charter was filed with the city clerk. *See* Cal. Gov't Code § 34458. As a practical matter, an election may have to be called sooner than 88 days before the election in order to meet certain notice and ballot printing deadlines. The Council also may appoint a citizens committee to assist the Council in formulating the various amendments to the Charter it wishes to propose.

### ***VOTER APPROVAL AND OTHER REQUIREMENTS***

In either case, the majority of voters must vote in favor of the proposed charter for it to be ratified. The charter will not go into effect until it has been filed and accepted by the Secretary of State. *See* Cal. Gov't Code § 34459. After a charter is approved by a majority vote of the voters who vote in the election, the mayor and city clerk shall certify that the charter was submitted to the voters of the city and that it was approved by a majority vote. *See* Cal. Gov't Code § 34460. One copy of the approved charter shall be filed with the County Recorder's office and one shall be kept in the City's archive. *See* Cal. Gov't Code § 34460. A third copy of the charter must be submitted to the Secretary of State with (1) copies of all publications and notices in connection with the calling of the election; (2) certified copies of any arguments for or against the charter proposal which were mailed to the voters; (3) a certified abstract of the vote at the election on the charter. *See* Cal. Gov't Code § 34460.

### **RECOMMENDATION**

Staff seeks Council direction.

1579574.3

# City of Bell Agenda Report

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DATE: January 27, 2011

TO: Mayor and Council Members

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: AWARD A CONTRACT FOR THE FLORENCE AVE. STREET REHABILITATION PROJECT FROM WILCOX AVE. TO WALKER AVE. PROJECT NO. 32-525-7006-0925

## **RECOMMENDATION:**

That the City Council award the Florence Avenue street rehabilitation project ("Project") to Sully Miller Contracting Company ("Sully Miller") for an amount not to exceed \$294,536.00. Funds for the Project will be provided from STPL Federal Exchange Funds, City Account No. 32-525-7006-0925.

## **BACKGROUND:**

The City Engineer completed the plans and specifications for the Project and the Project was put out to bid on December 9, 2010 and December 16, 2010. The Project involves the construction of curb ramps in compliance with the Americans with Disabilities Act ("ADA"). The Project will also improve the intersection of Florence and Wilcox by providing a new asphalt cap over the entire roadway striping, and other improvements. It is estimated that the Project will be completed in 30 working days. The project will be paid for by State/Federal funds previously allocated to the City.

On December 21, 2010 at 11:00 a.m. in the Office of the City Clerk, bids were opened. Six (6) sealed bids were submitted. The following firms submitted bids:

<b>CONTRACTOR</b>	<b>AMOUNT</b>
1. SULLY-MILLER CONTRACTING CO. Brea, CA	\$294,536.00
2. SILVIA CONSTRUCTION, INC. Rancho Cucamonga	\$308,205.00
3. HARDY & HARPER, INC.	\$313,000.00

Santa Ana, CA

- |  |              |
|--|--------------|
| 4. E.C. CONSTRUCTION CO.<br>So. El Monte, CA         | \$321,191.00 |
| 5. SEQUEL CONTRACTORS, INC.<br>Azusa, CA             | \$345,456.00 |
| 6. PALP, Inc. DBA EXCEL PAVING CO.<br>Long Beach, CA | \$266,697.50 |

Sully Miller submitted the lowest responsive and responsible bid. This company possesses a current contractor's license with the State of California License Board and has previously performed work satisfactory to the City.

1579490.3

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47054	12/13/10	110101	ROSA HERNANDEZ & HER ATTORNEYS SETTLEMENT	5,000.00
47055	12/13/10	110101	VOID VOID-PRINT ERROR	0.00
47056	12/13/10	110101	RECYCLER CLASSIFIEDS CLASSIFIED AD-BELL MHP	57.00
47057	12/13/10	110101	MAYWOOD MUTUAL WATER CO WATER BILLING-8/20-10/20/10 5107 FILMORE ST WATER BILLING-9/19-10/15/10 50. OF 6240 ATLANTIC WATER BILLING-8/19-10/15/10 4501, 05, 09 E. GAGE AVE WATER BILLING- 8/20-10/20/10 5200 RANDOLPH ST WATER BILLING-8/20-10/20/10 GAGE/CASITAS LANDSCAPE WATER BILLING-8/20-10/20/10 WILCOX/GAGE PARKWAY	645.00
47058	12/15/10	110101	URBAN ASSOCIATES, INC. INTERIM CAD CONTRACT-12/1-15	7,291.67
47059	12/15/10	110101	EMPLOYMENT DEVELOPMENT DEPT UNEMPLOYMENT PYMT#8/FINAL Q408-Q310	5,298.79
47060	12/15/10	110101	VOID VOID-TEST PRINT	0.00
47061	12/15/10	110101	AT&T MOBILITY TELEPHONE BILLING-10/21-11/20 DISPATCH	399.66
47062	12/15/10	110101	DIRECTV SATELLITE-12/3-1/2/11 C.CTR	94.98
47063	12/15/10	110101	DIRECTV SATELLITE-11/29-12/28/10-LB PK	115.98
47064	12/15/10	110101	DIRECTV SATELLITE SVCS-11/18-12/17 CITY HALL/POLICE DEPARTMENT SATELLITE SVCS-9/18-10/17/10 CITY HALL/POLICE DEPARTMENT SATELLITE SVCS-10/18-11/17/10 CITY HALL/POLICE DEPARTMENT CREDIT-SATELLITE SVCS	65.22
47065	12/15/10	110101	THE GAS COMPANY GAS BILLING-10/13-11/17/10	371.91

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			BELL MULTIPLE ADDRESSES	
47066	12/15/10	110101	NEXTEL COMMUNICATIONS CELLULAR BILLING--9/2-10/1/10 CELLULAR BILLING--10/2-11/1/10	263.80
47067	12/15/10	110101	ROBERT PALMER SAFEKEEPING--10--2561	2,200.00
47068	12/16/10	110101	WELLS FARGO BANK W.C.ACCT REPLENISH CK#5451-53	992.74
47069	12/16/10	110101	WELLS FARGO BANK W.C.ACCT REPLENISH CK#5454-58	2,693.49
47070	12/16/10	110101	CONOCOPHILLIPS GAS CONSUMPTION--10/25-11/25/10	9,415.23
47071	12/17/10	110101	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES--PAY 12/10/10	10,449.75
47072	12/17/10	110101	STANDARD INSURANCE COMPANY LIFE/ACCIDENTAL INS--DEC'10	1,417.50
47073	12/23/10	110101	RELIA-TECH COMPUTER MAINT--P.D. COMPUTER MAINT--P.D. COMPUTER MAINT&SUPPLIES--C.CTR COMPUTER MAINT--C.CTR COMPUTER MAINT--ADMIN A.S. COMPUTER MAINT--P.D. COMPUTER MAINT--ADMIN. COMPUTER MAINT--ALL DEPTS. SERVICE CONTRACT--NOV'10 SERVICE CONTRACT--DEC'10 COMPUTER MAINT--JAIL COMPUTER MAINT--P.D. COMPUTER MAINT--P.D. COMPUTER SUPPLIES--P.D.	6,436.04
47074	12/23/10	110101	VOID VOID--TEST PRINT	0.00
47075	12/23/10	110101	VOID VOID--TEST PRINT	0.00
47076	12/23/10	110101	AMERICAN SOCCER COMPANY, INC. SOCCER UNIFORMS SOCCER UNIFORMS SOCCER UNIFORMS SOCCER UNIFORMS SOCCER UNIFORMS SOCCER UNIFORMS SOCCER UNIFORMS SOCCER UNIFORMS	11,426.18

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47077	12/23/10	110101	AT&T TELEPHONE BILLING-10/2-12/1/10 FAX/MODEMS TELEPHONE BILLING-11/2-1/1/11 FAX/MODEM TELEPHONE BILLING-11/2-12/1/10 MTA EQUIPMENT TELEPHONE BILLING-10/2-11/1/10 MTA EQUIPMENT	7,199.44
47078	12/23/10	110101	AT&T TELEPHONE BILLING-10/27-11/26 BELL P.D.	281.98
47079	12/23/10	110101	AT&T-LONG DISTANCE TELEPHONE BILLING-11/2-12/2/10 CITY FACILITIES	16.02
47080	12/23/10	110101	CALIFORNIA WATER SERVICE WATER BILLING-10/30-12/1/10 BNDNI-ANLAERHT AVE WATER BILLING-10/30-12/1/10 RICKBKE&EASTERN	268.30
47081	12/23/10	110101	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 12/23/10	9,463.55
47082	12/23/10	110101	DAPPER TIRE CO TIRE FLEET-CODE ENFORCEMENT TIRE FLEET-P.D. TIRE FLEET-P.D.	1,368.39
47083	12/23/10	110101	DELTA DENTAL SERVICE DENTAL INS ADMIN FEE- NOV'10 DENTAL CLAIMS-NOV'10	9,290.66
47084	12/23/10	110101	GOLDEN STATE WATER COMPANY WATER BILLING-10/14-11/15/10 FLORENCE AVE & CHANSLOR WATER BILLING-10/14-11/15/10 4377 GAGE AVE WATER BILLING 10/14-11/15/10 4460 GAGE AVE WATER BILLING-10/14-11/15/10 4200 GAGE AVE WATER BILLING-10/14-11/15/10 6250 PINE AVE WATER BILLING-10/14-11/15/10 4403 GAGE AVE WATER BILLING-10/14-11/15/10 6707 BEAR AVE WATER BILLING-10/14-11/15/10 6526 WILCOX AVE WATER BILLING-10/14-11/14/10	4,255.66

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			RIVER DR/SOUTHALL LN WATER BILLING-10/14-11/15/10 ATLANTIC & GAGE WATER BILLING-10/14-11/15/10 3782 GAGE AVE WATER BILLING-10/14-11/15/10 6301 CLARKSON WATER BILLING-10/14-11/15/10 6330 PINE AVE WATER BILLING-10/14-11/15/10 5234 GAGE AVE	
47085	12/23/10	110101	GOLDEN STATE WATER COMPANY WATER BILLING-10/14-11/15/10 6330 PINE AVE WATER BILLING-10/14-11/15/10 5320 GAGE AVE WATER BILLING-10/14-11/15/10 FLORENCE&WALKER WATER BILLING 10/14-11/15/10 6707 IRR BEAR AVE WATER BILLING-10/14-11/15/10 6707 FP BEAR AVE WATER BILLING 10/14-11/15/10 6420 WILCOX AVE	1,154.16
47086	12/23/10	110101	NEXTEL COMMUNICATIONS CELLULAR BILLING-8/2-9/1/10	132.03
47087	12/23/10	110101	DFSI COPIER LEASE-12/1-31/10 PAYMENT #19	447.78
47088	12/23/10	110101	ORANGE COUNTY SHERIFF'S DEPT TUITION 1/3/11 R.C.A.R.	64.00
47089	12/23/10	110101	NORA ROSADO PETTY CASH REIMB-N.WATCH	47.80
47090	12/23/10	110101	KARINA SALAS-PETTY CASH REIMB PETTY CASH REIMB-C.CTR	381.91
47091	12/23/10	110101	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-11/9-12/10 6707 BEAR AVE- LB PK ELECTRICAL BILLING-11/3-12/4 6590 WILCOX PED	899.06
47092	12/23/10	110101	TIME WARNER CABLE CABLE BILLING-12/18-1/17/10 4357 GAGE AVE	208.30
47093	12/23/10	110101	VISION SERVICE PLAN (CA) VISION CLAIMS-NOV'10	941.13

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47094	12/23/10	110101	WELLS FARGO BANK W.C. ACCT REPLENISH CK#5459-60 W.C. ACCT REPLENISH CK#5465-68 W.C. ACCT REPLENISH CK#5461 W.C. ACCT REPLENISH CK#5462-64 W.C. ACCT REPLENISH CK#5472-78	10,180.43
47095	12/30/10	110101	URBAN ASSOCIATES, INC. INTERIM CAD CONTRACT-12/16-31	7,291.67
47096	12/30/10	110101	ROSA HERNANDEZ & HER ATTORNEYS SETTLEMENT-END CHECK	20,000.00
47097	01/05/11	110101	WELLS FARGO BANK W.C. ACCT REPLENISH-A. PROBST SETTLEMENT CHECK	75,000.00
47098	01/14/11	110101	URBAN ASSOCIATES, INC. INTERIM CAD CONTRACT-1/1-15/11	7,291.67
47099	01/14/11	110101	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 1/7/11	10,325.52
47100	01/22/11	110101	SOUTHEAST CITIES SCHOOLS CONTRIBUTION TO COALITION	25,000.00
47101	01/13/11	110101	KARINA SALAS-PETTY CASH REIMB PETTY CASH REIMB-C. CTR	939.18
47102	01/19/11	110101	WELLS FARGO BANK W.C. ACCT REPLENISH CK#5469-71 W.C. ACCT REPLENISH CK#5479-83 W.C. ACCT REPLENISH CK#5485-86 W.C. ACCT REPLENISH CK#5487-89 W.C. ACCT REPLENISH CK#5490-98 W.C. ACCT REPLENISH CK#5499-5506 W.C. ACCT RPLNSH CK#5530-5543 W.C. ACCT REPLENISH CK#5528-29 W.C. ACCT REPLENISH CK#5507-27 W.C. ACCT REPLENISH CK#5551-58 W.C. ACCT REPLENISH CK#5559-60 W.C. ACCT REPLENISH CK#5561 W.C. ACCT REPLENISH CK#5544-50 W.C. ACCT REPLENISH CK#5484	59,799.56
47103	01/24/11	110101	KARINA SALAS-PETTY CASH REIMB PETTY CASH REIMB-C. CTR	673.01
47104	01/24/11	110101	VOID VOID-TEST PRINT	0.00
47105	01/24/11	110101	AT&T MOBILITY TELEPHONE BILLING-11/24-12/23 DISPATCH	1,112.08

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			TELEPHONE BILLING-11/21-12/20 DISPATCH	
47106	01/24/11	110101	AT&T TELEPHONE BILLING-11/27-12/26 BELL P. D.	281.68
47107	01/24/11	110101	CALIFORNIA WATER SERVICE WATER BILLING-12/2-30/10 RICKBKE&EASTERN WATER BILLING-12/2-30/10 BNDNI-AMLAERHT AVE	139.15
47108	01/24/11	110101	CONDOPHILLIPS GAS CONSUMPTION-11/25-12/25/10	8,951.54
47109	01/24/11	110101	DELTA DENTAL SERVICE DENTAL CLAIMS-DEC'10 DENTAL INS ADMIN FEE-DEC'10	13,068.75
47110	01/24/11	110101	DIRECTV SATELLITE-1/3/11-2/2/11 C. CTR	43.80
47111	01/24/11	110101	DIRECTV SATELLITE SVCS-12/29-1/28 LBP	70.13
47112	01/24/11	110101	GABRIEL FORERO ASSESSMENT REIMB-4824 WEIK AVE 07/08, 08/09, 09/10, 10/11	1,521.51
47113	01/24/11	110101	THE GAS COMPANY GAS BILLING-11/17-12/20/10 MULTIPLE ADDRESSES GAS BILLING-11/17-12/20/10 6704 ORCHARD AVE GAS BILLING-12/14/10-1/13/11 4357 GAGE AVE-SKATE PARK GAS BILLING-11/10-12/14/10 4357 GAGE AVE -SKATE PARK	782.27
47114	01/24/11	110101	GOLDEN STATE WATER COMPANY WATER BILLING-10/26-12/28/10 6702 ORCHARD WATER BILLING-11/15-12/14/10 5320 GAGE AVE WATER BILLING-11/15-12/14/10 4200 GAGE AVE WATER BILLING-11/15-12/14/10 3782 GAGE AVE WATER BILLING-11/15-12/14/10 4460 GAGE AVE WATER BILLING-11/15-12/14/10 ATLANTIC & GAGE WATER BILLING-11/15-12/14/10 4377 GAGE AVE	2,662.14

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			WATER BILLING-11/15-12/14/10 RIVER DR/SOUTHALL LN WATER BILLING-11/15-12/14/10 6707 BEAR AVE WATER BILLING-11/15-12/14/10 6707 BEAR AVE WATER BILLING-11/15-12/14/10 6707 BEAR AVE WATER BILLING-11/15-12/14/10 FLORENCE AVE & CHANSLOR WATER BILLING-11/15-12/14/10 FLORENCE & WALKER WATER BILLING-10/20-12/21/10 7006 WALKER AVE	
47115	01/24/11	110101	GOLDEN STATE WATER COMPANY WATER BILLING-11/15-12/14/10 6522 ATLANTIC AVE WATER BILLING-11/15-12/14/10 6330 PINE AVE WATER BILLING-11/15-12/14/10 ATLANTIC & BECK WATER BILLING-11/15-12/14/10 6420 WILCOX AVE WATER BILLING-11/15-12/14/10 6526 WILCOX AVE WATER BILLING-11/15-12/14/10 5234 GAGE AVE WATER BILLING-11/15-12/14/10 4403 GAGE AVE WATER BILLING-11/15-12/14/10 6330 PINE AVE WATER BILLING-11/15-12/14/10 6250 PINE AVE WATER BILLING-11/15-12/14/10 6301 CLARKSON	3,181.46
47116	01/24/11	110101	ROCIO LOPEZ ASSESSMENT REIMB-6919 SAN LUIS 07/08, 08/09, 09/10	1,140.17
47117	01/24/11	110101	NEXTEL COMMUNICATIONS CELLULAR BILLING-11/02-12/1/10	131.82
47118	01/24/11	110101	LARRY PHILLIPS ASSESSMENT REIMB-6601 BEAR AVE 07/08, 08/09, 09/10, 10/11	3,424.76
47119	01/24/11	110101	NELIDA SANCHEZ ASSESSMENT REIMB-6255 PALM AVE 07/08, 08/09, 09/10, 10/11	1,521.54
47120	01/24/11	110101	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-11/15-12/15 6510 CLARKSON AVE	1,025.28

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			ELECTRICAL BILLING-12/4-1/5/11 6590 WILCOX PED	
			ELECTRICAL BILLING-11/18-12/18 4357 E. GAGE AVE	
47121	01/24/11	110101	STANDARD INSURANCE COMPANY LIFE/ACCIDENTAL INS-JAN'11 INSURANCE CREDIT 'NOV10	687.25
47122	01/24/11	110101	TELEPACIFIC COMMUNICATIONS TELEPHONE BILLING-12/23-1/22	3,625.67
47123	01/24/11	110101	U.S. POSTAL SERVICE POSTAGE METER REFILL	2,000.00
47124	01/24/11	110101	VISION SERVICE PLAN (CA) VISION CLAIMS-DEC'10 VISION INS ADMIN FEE-JAN'11	2,316.46
47125	01/24/11	110101	ROBERT WALTERS ASSESSMENT REIMB-5151 FLORENCE 10/11	1,291.78
47126	01/24/11	110101	WELLS FARGO BANK W.C. ACCT REPLENISH CK#5562-3	926.54
47127	01/24/11	110101	AT&T TELEPHONE BILLING-12/2-1/1/11 MTA EQUIPMENT	51.13
47128	01/27/11	110102	VOID VOID-TEST PRINT	0.00
47129	01/27/11	110102	VOID VOID	0.00
47130	01/27/11	110102	2011 CPCA TRAINING SYMPOSIUM TUITION-2/7-3/3/11- A.M.	500.00
47131	01/27/11	110102	ABZ PEST CONTROL SERVICES INC. FUMIGATION SVCS-4874 GAGE AVE	1,047.00
47132	01/27/11	110102	ADMIN SURE W.C./LIABILITY SVCS-DEC'10	2,520.00
47133	01/27/11	110102	ADVANCED ACCESS SYSTEMS, INC. GATE MAINT-CITY YARD	92.68
47134	01/27/11	110102	AIMS, INC. REPAIR HP LASER JET 4240N-P.D.	378.04
47135	01/27/11	110102	ALL ACTION SECURITY SECURITY GUARD SVCS-12/31/10	94.87
47136	01/27/11	110102	ALL AMERICAN HOME CENTER	522.28

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			HARDWARE SUPPLIES	
47137	01/27/11	110102	ALL STATE POLICE EQUIPMENT CO. PD SUPPLIES	234.36
47138	01/27/11	110102	NORMA A. ALVAREZ VET'S PARK PAVILLION RENTAL 1E/1B/10 PAV. #1	45.00
47139	01/27/11	110102	AMERICAN GUARD SERVICES, INC. CROSSING GUARD SVCS-NOV'10 BELL CROSSING GUARD SVCS-DEC'10	15,898.30
47140	01/27/11	110102	AMERICAN PAPER PLASTIC JANITORIAL SUPPLIES-CITY YARD	5,613.73
47141	01/27/11	110102	ARCINA RISK GROUP DATABASE CONSULTING SVCS 8/17-9/12/10	37,622.65
47142	01/27/11	110102	AZTECA LANDSCAPE LANDSCAPE MAINT-NOV'10 VETS PK SEEDING AND FERTILIZER LANDSCAPE MAINT-DEC'10 SLOPES LANDSCAPE MAINT-DEC'10	7,461.62
47143	01/27/11	110102	FRANK BANG REFUND-PARKING CITATION #28007	118.00
47144	01/27/11	110102	BELL GLASS SHOP WINDOW-MEN'S R.R. LIBRARY	41.46
47145	01/27/11	110102	BELL SERVICE CENTER FLAT SERVICE FEE-NOV'10 VARIOUS REPAIRS-UNIT#337 LUBE/OIL/FILTER/WINDOW TIRE/MOUNT HUB BEARING OIL FILTER-PARKING CONTROL VARIOUS REPAIRS-UNIT#356 CYLINDER HEAD SPARK PLUGS VARIOUS REPAIRS UNIT #12397 SPOTLIGHT TIRE MOUNT	4,252.32

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			LUBE/OIL/FILTER INTAKE MANIFOLD-UNIT #344 VARIOUS REPAIRS LUBE/OIL/FILTER DIFFERENTIAL SERVICE CAMSHAFT ACTUATOR VARIOUS REPAIRS-- UNIT #12416 LUBE/OIL/FILTER VARIOUS REPAIRS--UNIT#355 DE SLUDGE THROTTLE BODY DRIVE BELT REPLACED VARIOUS REPAIRS--UNIT#351 LUBE/OIL/FILTER WATER PUMP TIRE MOUNT VARIOUS REPAIRS-- UNIT#12442 LUBE/OIL/FILTER FLUSH COOLING SYSTEM VARIOUS REPAIRS-- UNIT #356 LUBE/OIL/FILTER TIRE MOUNT VARIOUS REPAIRS-- UNIT #344 LUBE/OIL/FILTER FRONT BRAKE PADS TIRE MOUNT	
47146	01/27/11	110102	CANNING'S TRUEVALUE HARDWARE MAINT SUPPLIES	699.74
47147	01/27/11	110102	JESSICA CARRANZA SUBSISTENCE-1/24-26/11	30.00
47148	01/27/11	110102	JOSE STEVE CARRERA SUBSISTENCE-1/24-26/11 J.C.	30.00
47149	01/27/11	110102	MIQUEL CASTILLO REFUND TUP #2008-17 DEPOSIT	500.00
47150	01/27/11	110102	CHATSWORTH GLOVES INC. MISC SUPPLIES-JAIL	261.21
47151	01/27/11	110102	CITY OF INGLEWOOD PARKING PROCESSING SVCS-OCT'10 CITATION PROCESSING-NOV'10	2,407.13
47152	01/27/11	110102	CITY OF LOS ANGELES VEHICLE THEFT INVESTIGATION 11/15-19/10 A.L.	208.00
47153	01/27/11	110102	HAZEL COLLETT REIMB MED PREMIUM-JUL-DEC'10	1,549.20
47154	01/27/11	110102	COMMUNITY DEVELOPMENT CDBG-EXPENDITURES SPORTS COMPL	65,200.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47155	01/27/11	110102	COMSERCO, INC. INSTALL RADIO EQUIP-DISPATCH MAINTENANCE BILLING-12/1-31/10 MAINT. BILLING 1/1-31/11 P.D.	2,389.88
47156	01/27/11	110102	CONSOLIDATED DISPOSAL WASTE/RECYCLING SVCS-NOV'10	96,389.66
47157	01/27/11	110102	JOSE CONTRERAS BASEBALL REFUND	50.00
47158	01/27/11	110102	CPCA-CALIFORNIA POLICE CHIEFS TUITON-2/2-3/11 T.H.	395.00
47159	01/27/11	110102	CRITICAL REACH 2011 TRAK SUPPORT FEES	395.00
47160	01/27/11	110102	CSULB FOUNDATION TUITON- 1/24-26/11 J.C.	300.00
47161	01/27/11	110102	DAILY JOURNAL CORP. BID NOTICE-FLORENCE AVE REHAB	967.20
47162	01/27/11	110102	DATAQUICK INFORMATION SYSTEMS DATA INFORMATION-DEC'10	160.50
47163	01/27/11	110102	DATASTREAM BUSINESS SOLUTIONS, SOFTWARE MAINT AGR-1/1-3/31/11 PROGRAMMING-11/1-30/10 AUDITOR	1,195.00
47164	01/27/11	110102	DAVE'S TROPHIES TROPHIES-SOCCER TROPHIES-BASEBALL	5,774.08
47165	01/27/11	110102	DEPT. OF CONSERVATION SMIP FEE REPORT-OCT-DEC'10	177.41
47166	01/27/11	110102	DEPARTMENT OF INDUSTRIAL W.C. ASSESSMENT-7/1/10-7/1/11	13,164.81
47167	01/27/11	110102	DIANA Y. CHO & ASSOCIATES, INC CDBG WORK PROGRAM-NOV'10 CDBG WORK PROGRAM-DEC'10	7,700.00
47168	01/27/11	110102	DOUBLETREE HOTEL LODGING 1/10-21/11 G.J.	1,013.32
47169	01/27/11	110102	DUNN-EDWARDS CORP. PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES	525.57

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47170	01/27/11	110102	ENTENMANN-ROVIN CO. BADGES-P. D.	120.17
47171	01/27/11	110102	F. P. PRINTING CASH RECIEPT BOOK-C. CTR PAYROLL & P. A. R. FORM	1,629.79
47172	01/27/11	110102	FEDERAL EXPRESS DELIVERY SVCS-12/13/10-ADMIN	27.83
47173	01/27/11	110102	STEVEN FINKLESTEIN SUBSISTENCE-2/7-11/11 S. F.	50.00
47174	01/27/11	110102	FIRST STUDENT TRANSP SVCS-C. CTR-11/20/10 KNOTTS BERRY FARM	378.13
47175	01/27/11	110102	TINA GALL CONTRTACT SVCS-11/22/-12/17/10	4,582.50
47176	01/27/11	110102	ANDY GARCIA REFUND PARKING CIT#100012982	79.00
47177	01/27/11	110102	JOSE GARCIA SUBSISTENCE-1/19-21/11	30.00
47178	01/27/11	110102	GLENDALE FIRESYSTEMS, INC. 24 HR FIRE ALARM-V. P. 24 HR FIRE ALARM-L. B. P. SERVICE CALL-VETS PK SERVICE CALL-12/7/10 LB PK COMMUNICATION FAILURE	1,158.00
47179	01/27/11	110102	AUGUSTINA GONZALEZ REFUND-SOLVANG 10/30/10	9.00
47180	01/27/11	110102	DORA GONZALES EXCURSION REFUND- 11/27/10 CABAZON OUTLETS & MORONGO	40.00
47181	01/27/11	110102	JOSE GORDILLO REFUND EXCURSION MORONGO	40.00
47182	01/27/11	110102	GOVERNMENT FINANCE OFFICERS MEMBERSHIP DUES-2/1/11-1/31/12 P. C. L. O.	250.00
47183	01/27/11	110102	JOSE A. GUTIERREZ REFUND-WASTE MANAGEMENT PLAN 6846 SAN LUIS AVE	600.00
47184	01/27/11	110102	MONICA GUTIERREZ REFUND- BUILDNING PERMIT 42418 7008 SHERMAN WAY	3,830.48

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			REFUND-WASTE MANAGEMENT PLAN 7008 SHERMAN WAY	
47185	01/27/11	110102	TY HENSHAW SUBSISTENCE-2/2-3/11 T.H.	20.00
47186	01/27/11	110102	MARTHA L. HIDALGO EXCURSION REFUND-- MORONGO	40.00
47187	01/27/11	110102	RICHARD HOWARD SUBSISTENCE-2/1-4/11 J. J. R. H.	40.00
47188	01/27/11	110102	INTERNATIONAL INSTITUTE OF MEMBERSHIP -3/31/12 R.V.	175.00
47189	01/27/11	110102	IJSS INC. DBA TONERZONE TONER CARTRIDGES-P.D. TONER CARTRIDGE- P.D. TONER CARTRIDGE-P.D.	775.03
47190	01/27/11	110102	INTEGRATED OFFICE TECHNOLOGY COPIER OVERAGE W/SUPPLIES COPIER BASE	748.78
47191	01/27/11	110102	INTERWEST CONSULTING GROUP INC PROFESSIONAL SVCS-11/1-12/22	1,848.35
47192	01/27/11	110102	J. BERRY COMPANY, INC. A/C MAINTENANCE--NOV'10	245.90
47193	01/27/11	110102	J.P.M. GLASS CO. WINDOW SCREEN-4874 GAGE AVE #1	149.20
47194	01/27/11	110102	GILBERT JARA SUBSISTENCE-1/10-21/11 G.J. SUBSISTENCE-2/1-3/11 G.J.	320.00
47195	01/27/11	110102	JOSE JIMENEZ SUBSISTENCE-2/1-4/11 J. J. R. H.	40.00
47196	01/27/11	110102	KELDON PAPER COMPANY PAPER-P.D. COPY PAPER-C.H.	1,287.55
47197	01/27/11	110102	LA COUNTY SHERIFF DEPT. FOOD SVCS-CUSTODY-OCT'10 BOOKING FEES FOOD SVCS-CUSTODY--NOV'10	1,513.06
47198	01/27/11	110102	LARES AND SON CONSTRUCTION CONSTRUCTION SVCS-4874 GAGE	8,000.00
47199	01/27/11	110102	LEADERS CASA REFUND PARKING CIT#4040780	220.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47200	01/27/11	110102	LUPE LEDESMA TEMP USE PERMIT DEPOSIT REFUND PERMIT NO. 2010-26	500.00
47201	01/27/11	110102	LOS ANGELES HARLEY-DAVIDSON MOTORCYCLE MAINT-P.D.	315.62
47202	01/27/11	110102	M.A.P.S. TUP #2010-28 DEPOSIT	500.00
47203	01/27/11	110102	MEDINA CONSTRUCTION LANDSCAPING MAINT-12/15/10 5162 E. FLORENCE AVE #16 LANDSCAPE MAINT-RANDOLPH ST RIVERBED-GAGE AVE LANDSCAPE MAINT-DEC '10 CITY FACILITIES & L.B.P BELL CHAMBER-REPLACE BRICK PILASTER AND IRON FENCE SEWER LINE REPAIRS-7025 KING PW/MAINT SVCS-DEC '10	36,860.00
47204	01/27/11	110102	MERRILL COMMUNICATIONS LLC ELECTRONIC PROCESSING	9,096.98
47205	01/27/11	110102	JESUS MUNOZ REFEREE SVCS-11/29-12/21/10 PLAYOFFS/ALL STAR GAMES	2,760.00
47206	01/27/11	110102	NATIONAL TRAINING CONCEPTS, INC TUITON-2/1-4/11 J.J. R.H.	1,094.00
47207	01/27/11	110102	NEIL'S STATIONERS W-2/1099 FORMS	552.48
47208	01/27/11	110102	NORMS REFRIGERATION & ICE REFRIGERATOR MAINT- P.D.	304.45
47209	01/27/11	110102	NORTHGATE MARKETS REFUND-TUP#2010-32 DEPOSIT	500.00
47210	01/27/11	110102	DFSI COPIER LEASE-1/1-31/11 PAYMENT # 20	447.78
47211	01/27/11	110102	DCE IMAGISTICS INC. COPIER MAINT-C. TR/P.D. 8/1-1/31 COPIER MAINT-9/1/10-2/28/11 C. CTR. ADMIN. COPIER MAINT&SUPPLIES-NOV '10	961.52
47212	01/27/11	110102	OLDTIMERS FOUNDATION PARATRANSIT SVCS- NOV '10	34,163.60

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47213	01/27/11	110102	ORANGE COUNTY SHERIFF'S DEPT TUITON-2/9/11 A.L, K.O, J.G. TUITON-2/11/11- J.B. TUITON-1/19-21/11 J.G.	142.00
47214	01/27/11	110102	SILVIA ORTIZ REFUND-SOFTBALL	50.00
47215	01/27/11	110102	PATRICIA A. PANGAN EXCURSION REFUND- MORONGO	20.00
47216	01/27/11	110102	PRADO OLYMPIC SHOOTING PARK SHOOTING RANGE-11/17-18/10	500.00
47217	01/27/11	110102	PRAXAIR DISTRIBUTION INC EQUIPMENT RENTAL-C.CTR EQUIPMENT RENTAL-C.CTR	62.95
47218	01/27/11	110102	QUICK DISPENSE MISC SUPPLIES-P.D. MISC SUPPLIES-P.D. MISC SUPPLIES-P.D. MISC SUPPLIES-C.H.	613.83
47219	01/27/11	110102	QUICK DISPENSE MISC SUPPLIES-P.D. MISC SUPPLIES-C.H.	239.07
47220	01/27/11	110102	QUILL CORPORATION OFFICE SUPPLIES-C.CTR,P.D,C.H. MISC SUPPLIES-FINANCE MISC SUPPLIES-FINANCE OFFICE SUPPLIES-C.E. MISC SUPPLIES-FINANCE MISC SUPPLIES-P.D. OFFICE SUPPLIES-P.D. MISC SUPPLIES- P.D. MISC SUPPLIES- P.D. MISC SUPPLIES-P.D.	2,851.70
47221	01/27/11	110102	RELIA-TECH SERVICE CALL-L.G. POWER SUPPLY COMPUTER MAINT/SUPPLIES-P.D.	604.43
47222	01/27/11	110102	REPUBLIC ELECTRIC TRAFFIC SIGNAL REPAIRS-NOV'10 TRAFFIC SIGNAL MAINT-NOV'10	4,327.97
47223	01/27/11	110102	RESTOCKIT.COM SANITARY SUPPLIES-JAIL	44.38
47224	01/27/11	110102	THE RESTORATION GROUP REHAB SVCS-5246 FLORENCE #149	6,550.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47225	01/27/11	110102	REY-CREST ROOFING & REFUND-WASTE MGMT. DEPOSIT 6931 ATLANTIC AVE	2,500.00
47226	01/27/11	110102	RIVERSIDE COUNTY SHERIFF'S TUITION-2/9-11/10 B.H. TUITION-2/1-2/11 G.J. TUITION-1/18/11 C.L.	142.00
47227	01/27/11	110102	PAUL ROBERTS SEWER SVCS-11/22-24/10 6602 RIVERSIDE AVE 702B MELIDROPE AVE	9,000.00
47228	01/27/11	110102	MIGUEL A. RODRIGUEZ REFUND-TUP#2010-29 DEPOSIT	500.00
47229	01/27/11	110102	ANGELICA ROJAS REFUND PARKING CIT#10007251	44.00
47230	01/27/11	110102	ROSE CLEANERS & LAUNDRY BLANKET CLEANING SVCS-AUG'10 BLANKET CLEANING SVCS-OCT'10 BLANKET CLEANING SVCS-NOV'10	490.00
47231	01/27/11	110102	RSCC ENGINEERING, INC ENG. SVCS-11/18-12/20/10 BELL SPORT COMPLEX-FLORENCE & WALKER AVE ENG. SVCS- 11/18-12/20/10 ARRA PROJECT #5272 ENGINEERING SVCS- DEC'10	5,565.00
47232	01/27/11	110102	ATILANO SANCHEZ WASTE MANAGEMENT PLAN DEPOSIT 6226 VINEVALE AVE	1,460.00
47233	01/27/11	110102	LAURO SANCHEZ VENDOR#01 BELL HOLIDAY CELEB.	25.00
47234	01/27/11	110102	SECURITY SIGNAL DEVICES SECURITY ALARM-1/1-3/31/11 CCTV SYSTEM LEASE-1/1-3/31/11	474.60
47235	01/27/11	110102	SHARP INTERNATIONAL SAPPHIRE COMPETITION-2/12/11 SAPPHIRE COMPETITION 3/13, 4/12, 5/1, 5/7	1,040.00
47236	01/27/11	110102	SIN LIMITE WIRELESS REFUND-SECURITY DEP TUP#10-15 REFUND SECURITY DEP TUP#10-20	1,000.00
47237	01/27/11	110102	STANLEY PEST CONTROL CO	568.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			PEST CONTROL-12/10	
47238	01/27/11	110102	STANLEY PEST CONTROL CO	300.00
			PEST CONTROL-12/10	
47239	01/27/11	110102	SWRCB ACCOUNTING OFFICE	1,226.00
			ANNUAL PERMIT FEE	
47240	01/27/11	110102	THOMSEN ENGINEERING, INC.	1,027.00
			MISC DRAW/WATER MAIN	
47241	01/27/11	110102	TNT FIREWORKS	4,000.00
			REFUND-SECURITY DEP TUP#09-18	
			REFUND-SECURITY DEP TUP#10-11	
			-#10-13	
			REFUND SECURITY DEP TUP#10-14	
			REFUND SECURITY DEP TUP#09-19	
47242	01/27/11	110102	LIZETTE TORRES	56.00
			REFUND-PKING CITE#100019483	
			OVERPAYMENT	
47243	01/27/11	110102	TOSHIBA AMERICA BUSINESS SOLUT	395.10
			TOSHIBA COPIER-DEC '10 C.H.	
47244	01/27/11	110102	UNDERGROUND SERVICE ALERT	36.00
			UNDERGROUND FAX NOTICES-NOV '10	
47245	01/27/11	110102	UNIFIED TRANSLATION SERVICES	700.00
			INTERPRETATION SVCS--12/13/10	
			CITY COUNCIL MEETING	
47246	01/27/11	110102	US BANK	4,850.00
			ADMIN FEES--11/1/10--10/31/11	
			TLRB	

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			TRUSTEE FEES-11/1/10-10/31/11 PAYING AGENT-12/1/10-11/30/11	
47247	01/27/11	110102	XAVIER VARGAS PREMIUM INS REIMB-SEP-JAN'11	1,576.38
47248	01/27/11	110102	VISION COMMUNICATIONS CO. COMMUNICATIONS EQUIP-P.D. COMMUNICATIONS EQUIP-P.D. COMMUNICATIONS EQUIP-P.D. COMMUNICATIONS EQUIP-P.D.	15,849.40
47249	01/27/11	110102	THE WACKENHUT CORPORATION CORRECTIONAL OFFCR SVCS-NOV'10	17,049.14
47250	01/27/11	110102	WELLS LOCK & KEY LOCKSMITH SVCS-11/15/10 C.CTR LOCKS HANDLE LOCKSMITH SVCS-11/25/10 C.CTR	99.00
47251	01/27/11	110102	WEST COAST ARBORISTS, INC. TREE MAINT SVCS-10/16-31/10 VARIOUS LOCATIONS TREE MAINT SVCS-11/16-30/10 4810 NELSON DR	2,700.00
47252	01/27/11	110102	WHITTIER POLICE DEPARTMENT ANNUAL VEHICLE MAINTENANCE	500.00
47253	01/27/11	110102	ZEE MEDICAL, INC. MEDICAL SUPPLIES-P.D.	224.67
47254	01/27/11	110102	ZZ CONSTRUCTION & REMODEL REFUND-WASTE MGMT DEPOSIT 4808 FILMORE ST	1,340.00
47255	01/27/11	110102	ADMIN SURE W.C./LIABILITY SVCS-JAN'11	2,520.00
47256	01/27/11	110102	ARCINA RISK GROUP DATABASE CONSULTING SVCS 9/14-10/8/10	14,839.35
47257	01/27/11	110102	CONSOLIDATED DISPOSAL WASTE/RECYCLING-DEC'10	96,389.66
47258	01/27/11	110102	MERRILL COMMUNICATIONS LLC ELECTRONIC PROCESSING	9,210.68
47259	01/27/11	110102	OLDTIMERS FOUNDATION PARATRANSIT SVCS-DEC'10	36,997.80
47260	01/27/11	110102	ARCINA RISK GROUP DATABASE CONSULTING SVCS 10/18-11/30/10	31,308.16

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47261	01/27/11	110102	INDEPENDENT CITIES ASSOCIATION MEMBERSHIP DUES-2010-2011	1,632.00
47262	01/27/11	110102	MERRILL COMMUNICATIONS LLC ELECTRONIC PROCESSING	4,159.34
TOTAL	209 CHECKS			1,049,542.89
W0000529	12/06/10	110103	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-DEC '10	822.86
W0000530	12/06/10	110103	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-DEC '10	101,799.27
W0000531	12/22/10	110103	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT FOR 12/22/10	246,686.05
W0000532	01/06/11	110104	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT FOR 01/07/11	281,066.88
W0000533	01/10/11	110104	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-JAN '11	106,007.71
W0000534	01/10/11	110104	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-JAN '11	870.53
W0000535	01/20/11	110104	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT FOR 01/21/11	265,058.12
W0000536	01/26/11	110104	US BANK PRIN & INT DEBT SVC-2004 GDB	328,259.38
W0000537	01/26/11	110104	US BANK PRINC & INT DEBT SVC-2007 GDB	859,125.00
W0000538	01/26/11	110104	US BANK DEBT SVC PMT-2005 BPFA TPRB	186,238.00
TOTAL	10 WIRES			2,375,933.80
TOTAL				3,425,476.69

# City of Bell Agenda Report

DATE: January 27, 2011

TO: Mayor and Members of the City Council/Chair and Members of the Solid Waster & Recycling Authority

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: Consideration of Second Amended Franchise Agreement for Exclusive Refuse Collection and Recycling Services Between the City and Consolidated Disposal Service, LLC.

## BACKGROUND

On January 17, 1995, the City entered into an exclusive refuse collection and recycling agreement with Consolidated Disposal Service, LLC ("CDS"). The City also granted a franchise to CDS for commercial, residential, construction and industrial refuse collection and recycling within the City of Bell ("the City"). On October 5, 1998, the City approved the First Amendment to the this franchise agreement with CDS.

## DISCUSSION

CDS currently provides various refuse collection and recycling services to and throughout the City. The proposed Second Amended Franchise Agreement for Exclusive Refuse Collection and Recycling Services Between the City and CDS ("Second Amended Agreement") will extend the City's current agreement for an additional three (3) years. Under the terms of the original Agreement, the term of the agreement may be extended for an additional 5 years, if so approved by the City in writing.

Under the proposed Second Amended Agreement, up until June 30, 2011, the City will continue to compensate CDS under the terms of the First Amended Agreement. However, beginning on July 1, 2011, Staff recommends that CDS should begin to bill residential customers directly, at the rates set forth in Schedule A of the Second Amended Agreement. This matter will be brought back to Council for approval.

CDS will continue to pay the City a franchise fee in the amount of 10% of the gross receipts received by the company. The franchise fee will be paid quarterly and due by the 15<sup>th</sup> of the month.

The City can terminate the Second Amended Agreement by giving a 90-day written notice, that is approved by the City Council.

## RECOMMENDATION

Staff recommends that the City Council and the Board of the Solid Waste & Recycling Authority approve and adopt the attached Second Amended Franchise Agreement for exclusive refuse collection and recycling services between the City and Consolidated Disposal Services, subject to approval as to form by City Attorney.

### EXHIBITS:

1. Second Amended Exclusive Refuse Collection And Recycling Franchise Agreement By and Between City of Bell and Consolidated Disposal Service, LLC.
2. January 17, 1995, Franchise Agreement.
3. October 5, 1998, First Amendment to the Franchise Agreement.

1579695.4

SECOND AMENDED EXCLUSIVE REFUSE COLLECTION AND RECYCLING  
FRANCHISE AGREEMENT BY AND BETWEEN  
THE CITY OF BELL  
AND  
CONSOLIDATED DISPOSAL SERVICE, LLC

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_ day of January, 2011, (the "Effective Date") by and between the City of Bell, a Municipal Corporation, hereinafter designated as "City" and Consolidated Disposal Service, LLC, a Delaware Limited Liability Company, hereinafter designated as "Contractor." City and Contractor are hereinafter collectively referred to as "Parties".

WHEREAS, the City Council has previously found that it is in the best interest of the City to grant one exclusive contract for the collection of residential and commercial refuse in the City and for one exclusive franchise to provide recycling services to the residents of the City; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("CIWMA"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

WHEREAS, pursuant to Public Resources Code Section 40059(a)(1), the City Council of the City has determined that the public health, safety and well-being require that permits or franchises be granted to qualified solid waste contractors for solid waste collection, recycling, composting and disposal services in residential, commercial, construction and industrial areas with the City; and

WHEREAS, the City Council has heretofore enacted Chapter 9 of Article III of the City of Bell Municipal Code which establishes standards for the collection and disposal of refuse, trash, rubbish and other forms of solid waste and pursuant to Section 3901.100 to 3901.115 of said Chapter, the City Council has determined that the disposal and/or collection of refuse, trash, rubbish or other solid waste is a service to be performed in the City in accordance with the provisions of the City Code; and

WHEREAS, the City Council may from time to time issue franchises to those parties meeting the criteria set forth in Chapter 9 of Article III of the City of Bell Municipal Code and such standards as may be established by the City Council regarding the collection of refuse, rubbish and other forms of solid waste, and so long as any such permits remain in force, the collection of material provided for herein may be made only in accordance with the terms and conditions thereof; and

WHEREAS, City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal, of solid waste including the CIWMA, the Resource Conservation and Recovery Act ("RCRA") and the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"); and

WHEREAS, the City Council declares its intention to maintain reasonable rates for the collection, transportation, recycling, composting and disposal of solid waste, recyclables and compostables generated within the city limits; and

WHEREAS, the City Council finds that Contractor is well qualified to furnish the services.

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

#### A. DEFINITIONS

1. "Authorized Recycling Contractor" as used in this Agreement means a person, firm, partnership, corporation, or other entity authorized under and by virtue of a contract with the City to collect recyclable waste material in the City.
2. "Bulky Waste" shall mean and include but not by way of limitation, discarded white goods (i.e. major household appliances), furniture, tires, carpets, mattresses and similar large items which cannot be placed in a covered container.
3. "CHIEF ADMINISTRATIVE OFFICER" means the chief administrative officer of the City of Bell or his/her duly authorized representative.
4. "CITY" shall mean the City of Bell, California.
5. "City Clerk" shall mean the Bell City Clerk or their designee.
6. "CITY COUNCIL" shall mean the City Council of the City of Bell.
7. "CIWMA" shall mean the California Integrated Waste Management Act of 1989, as it may be amended from time to time.
8. "Cal Recycle" shall mean the Department of Resource Recycling and Recovery, formerly the California Integrated Waste Management Board.
9. "Collection" means the act of collecting solid waste, recyclables or yard waste at the place of generation by an approved collector.

10. "Collector" means, depending upon the context in which used, either the CITY, another local agency or a Contractor.
11. "Commercial Bins" shall mean bins provided by a Collector for the deposit of refuse, charged at commercial, rates.
12. "Commercial Premises" means all premises in the CITY, other than residential premises, where refuse is generated or accumulated.
13. "Container" means any bin, vessel, can, or receptacle used for collecting solid wastes for removal, whether owned by the Collector, property owner or tenant.
14. "CONTRACTOR" shall mean Consolidated Disposal Service, LLC, and subsidiary companies.
15. "Designated Recycling Collection Location" as used in this Agreement means the place designated in the Agreement between the CITY and CONTRACTOR from which CONTRACTOR has contracted to collect recyclable waste material. This location will customarily be the curbside of a residential neighborhood or the service alley of a commercial enterprise.
16. "Franchise" shall mean the right and privilege: (1) to collect; (2) to transport to landfill or other licensed disposal facilities approved by Cal Recycle and/or other applicable State or Federal Agency, the collected solid waste; and/or (3) to recycle from collected solid waste all solid waste kept, generated and/or accumulated within the CITY from the Franchise Area. Any Franchise is subject to the applicable provisions of the City of Bell Municipal Code, this Agreement, and to any rights held by any other solid waste enterprise holding rights pursuant to Public Resources Code Section 49520.
17. "Franchise fee" means the fee or assessment imposed by the CITY on CONTRACTOR solely because of its status as contractor. The term "franchise fee" does not include: (1) Any

tax, fee or assessment of general applicability (including any such tax, fee, or assessment imposed on both businesses and CONTRACTOR or their services but not including a tax, fee or assessment which is unduly discriminatory against CONTRACTOR or its customers); any tax or fee in violation of Proposition 26; or (2) Requirements, reimbursements, charges or fees incident to the awarding, administering, enforcing, transfer or renewal of a franchise, including payment of bonds, consultants, administrative expenses, attorney's fees, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages.

18. "Garbage" shall mean the putrescible, animal, fish, fowl, food, fruit, bakery, goods, or vegetable matter resulting from the preparation, storage, processing, handling, decay, distribution, manufacturing, or consumption of such substance, except suet, tallow, bones, or meat trimmings that are not rejected by the owner or producer as worthless or useless.

19. "Gross Receipts" shall mean amounts received by CONTRACTOR from customer billings for the collection of refuse pursuant to this franchise agreement, including, but not limited to, monthly customer fees for collection of refuse, special pickup fees, bin and drop box rental and collection fees and fees for redelivery of bins and drop boxes, without subtracting franchise fees or any other cost of doing business.

20. "Handicapped Person" shall identify a person who satisfies the Department of Motor Vehicles requirement for issuance of a handicap parking permit.

21. "Hazardous Waste" means any compound, mixture, substance, or article which, if improperly used, handled, transplanted, processed, or stored, may constitute a hazard to health or may cause damage to property and contaminate the water table by reason of being explosive, flammable, poisonous, corrosive, radioactive, or otherwise harmful to the environment, including wastes or refuse defined as hazardous under state or federal law including the Resource Conservation and Recovery Act, 42 USC §6901 et seq., or the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") §9601 et seq., and all future

amendments to either of them, or as defined by the California Environmental Protection Agency or the California Integrated Waste Management Board or either of them.

22. "HHWE" shall mean Household Hazardous Waste Element of the City of Bell Municipal Code, as it may be amended from time to time.

23. "Place" or "premises" shall mean, every dwelling house; dwelling unit; apartment house or multiple dwelling building; trailer or mobile home park; store; restaurant; rooming house; hotel; motel; office building; department store; manufacturing, processing or assembling shop or plant; and every other place or premises where any person resides or any business is carried on or conducted within the CITY or any other site upon which garbage, waste, or refuse is produced or accumulates.

24. "Recyclable Waste Material" shall mean discarded materials such as, but not limited to, newspapers, glass, plastic and metal cans, and yard waste which are separated from other garbage or refuse for the purpose of recycling.

25. "Recycling" shall mean the process of collecting and turning used products into new products by reprocessing or remanufacturing them.

26. "Refuse" includes both garbage and rubbish and means putrescible and non-putrescible solid waste or debris, except sewage, whether combustible or noncombustible, and includes garbage and rubbish.

27. "Residential" includes single family residences, multifamily residences, including apartments and condominiums, but does not include hotels or motels.

28. "Rubbish" shall mean non-putrescible unwanted or discarded material or debris, either combustible or noncombustible including but not limited to paper, cardboard, grass, tree, or shrub trimmings, straw, clothing, wood, or

wood products, crockery, glass, rubber, metal, plastic, construction, or demolition material, recyclables, compostables, bulky wastes, and other municipal solid waste.

29. "Senior Citizen" shall mean a customer who is at least sixty-two (62) years old.

30. "Solid Waste" or "Waste matter" shall means "Rubbish", as defined above.

31. "SRRE" shall mean Source Reduction Recycling Element of the City of Bell Municipal Code, as it may be amended from time to time.

32. "Standard Residential Refuse Container" shall mean a container of a size, design, and weight as set forth in this franchise agreement, for single family residential solid waste collection designed and manufactured for the accumulation and storage of residential refuse.

33. "Tipping Fee"s shall mean the per ton charges, including any surcharges, imposed by solid waste facilities utilized by CONTRACTOR for dumping solid waste, or alternative facilities where applicable.

34. "Yard Waste" shall mean any yard or wood waste which is not a hazardous waste. This includes, but is not limited to lawn trimmings, pruned branches of trees, and fallen or green leaves but shall specifically exclude palm fronds, yucca plants and cacti.

#### B. GRANT OF FRANCHISE. FOR COMMERCIAL, RESIDENTIAL, CONSTRUCTION, INDUSTRIAL, AND TEMPORARY BIN SERVICES

1. This Agreement grants an exclusive Solid Waste collection Franchise as defined in Paragraph A.16, to CONTRACTOR, pursuant to Chapter 9 of Article III of the City of Bell Municipal Code and California Public Resources Code Section 40059(a)(1) for the collection, transportation, recycling, composting, and disposal of residential, commercial and industrial solid waste and construction debris and for providing temporary bin/roll-off services in commercial, residential, construction, and industrial areas within the CITY. In the event that state or federal laws or regulations or judicial findings enacted after this Franchise has been

executed, prevent or preclude compliance with one or more provisions of this Franchise, such provisions of the Franchise shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations or judicial findings.

2. This Agreement also constitutes an exclusive franchise making CONTRACTOR the exclusive authorized recycling contractor to collect recyclable waste material in the CITY pursuant to the definition provided in Section A.24 of this Agreement.

3. The collection, transportation and disposal of Hazardous Waste is defined in this Agreement as specifically beyond the scope of the terms and conditions of this Agreement, and of the Franchise granted CONTRACTOR. CONTRACTOR and the CITY shall take all steps reasonably necessary to prevent Hazardous Waste from being collected, transported or disposed by CONTRACTOR under this Agreement.

#### C. SCOPE OF WORK

The work to be done under this Agreement shall include the furnishing of all labor, material, equipment and expenses necessary to perform the following minimum services:

1. The collection, hauling and disposal of refuse from the premises of all residences and businesses in the CITY at regularly scheduled intervals at rates to be provided herein. 'Work' shall include regularly scheduled pick up, of refuse, once a week, from curbs or alleys.

2. CONTRACTOR shall also have the exclusive right within the CITY to provide regularly scheduled and one time special container (bin) service to any resident or business requesting such service.

3. CONTRACTOR shall be the exclusive refuse disposal franchisee for the removal of waste, building materials and other waste materials from the construction, alteration, repair and moving for demolition of buildings. CONTRACTOR shall provide roll-off containers on the request of individual owners and tenants of residential premises if alteration or repair work is performed

individually by the owner or tenant, and with building contractors or demolition contractors as required for the removal of waste, building materials and other waste materials from construction, alteration, repair, moving and/or demolition of buildings.

4. CONTRACTOR shall also have the exclusive right to provide temporary refuse disposal services within the CITY including, but not limited to, roll-off bin services for construction sites and temporary refuse services for public and private events within the CITY at rates as provided herein.

5. CONTRACTOR shall provide free curbside collection of bulky goods for residential service on the same day as scheduled refuse collection, subject to a minimum twenty-four (24) hour notice of a request from an individual resident to do so. Bulky waste collected by CONTRACTOR, including, but not limited to metallic discard is defined in California Public Resources Code §42161 or any successor provision thereto, may be disposed of but CONTRACTOR shall attempt to re-use the bulky goods as is, if it is energy efficient, disassemble for re-use or recycling the bulky goods, or recycle the bulky goods before disposing the same.

6. Unless, otherwise directed by the CITY, CONTRACTOR shall dispose of all refuse collected at an authorized solid waste facility or dump site approved by Cal Recycle or other authorized Federal or State Agency. CONTRACTOR shall dispose of waste to facilitate compliance with the CIWMA and shall notify the CITY of the solid waste facilities or dump sites used upon receiving a written request to do so.

7. CONTRACTOR shall maintain a full-time customer service department providing automated systematic complaint resolution and a twenty-four (24) hour message center at a local telephone number with no toll charges to residents of the CITY. The customer service department will track recorded service problems. Customer service personnel will be prepared to accept and receive calls from CITY customers concerning changes in service.

8. All work done by or required of CONTRACTOR shall be done thoroughly and

competently to the satisfaction of the CITY.

9. CONTRACTOR will provide waste collection to all CITY Facilities at no charge to the CITY ("Base Level Service"). The value of Base Line Service shall be the price of such services charged commercial customers for the same service at the CONTRACTOR's then current rates. CONTRACTOR will also provide for collection and disposal service during CITY special programs and special events at no charge to the CITY so long as the value of such services does not exceed fifty percent (50%) of the value of Base Level Service for any quarter. Should the price of collection and disposal services for such programs and events exceed 50% of the value of Base Level Service in any quarter, then CONTRACTOR will contribute seventy five percent (75%) of the price for collection and disposal services at CONTRACTOR's then existing rates for such services, in excess of the 50% Base Level Service value and the CITY will pay CONTRACTOR for twenty-five percent (25%) of the price of such services within thirty (30) days of being billed therefor by CONTRACTOR.

10. CONTRACTOR will provide residential, commercial and industrial waste collection services at the rates specified in Schedule "A" with annual increases in rates as provided in Schedule "B".

11. Once refuse, yard waste or recyclables are placed in containers or bins for collection or at curbside, CONTRACTOR shall become the owner of the materials subject to CONTRACTOR's duty to meet the source reduction and recycling goals of CIWMA which apply to the CITY, CONTRACTOR is granted the right to retain, recycle, compost, dispose of, or otherwise use such refuse, yard waste or recyclables or any part thereof, in any lawful fashion and for any lawful purpose desired by CONTRACTOR.

12. All refuse, disposables, recyclables and street or construction debris, or any part thereof, which is disposed of at a disposal site or sites (whether landfill, transformation facility, transfer station, or material recovery facility) shall become the property of the owner/operator of the disposal site or sites once deposited there by CONTRACTOR.

13. To the extent permitted by law CITY at its sole discretion shall retain the right to direct which Solid Waste disposal facility, transformation facility, transfer station, or material recovery facility shall be used by CONTRACTOR to retain, recycle, compost, process and dispose of Solid Waste and construction debris generated within the CITY. CONTRACTOR and CITY recognize that United States Supreme Court has ruled that ordinances directing the flow of waste to disposal facilities designated by the CITY may be unconstitutional under the Commerce Clause of the United States Constitution. Should the State or Federal government enact enabling legislation allowing the CITY to regain authority to implement the flow control ordinance, CITY and CONTRACTOR may take necessary steps to implement that ordinance within the constraints and provisions of this Franchise Agreement. In the event CITY exercises authority by ordinance or otherwise to direct the flow of waste or any portion of the waste stream to one or more facilities, then CITY shall adjust CONTRACTOR's rates to fully compensate CONTRACTOR for all costs associated with the CITY's exercise of flow control rights.

14. CITY reserves the right to participate with the Los Angeles County Department of Public Works and the Sanitation Districts in a Household Hazardous Waste round-ups for the collection of hazardous waste in compliance with the CITY's HHWE.

#### D. LOCATION OF COLLECTIONS

Residential refuse, recyclable waste materials, and yard waste shall be collected only from CONTRACTOR-provided carts and cans placed at curbside locations (in the street, against the curb). For qualified handicapped residential property owners, residential refuse shall be collected either at curbside or, if requested by the property owner by application, from a mutually agreeable on premises location providing that no other able-bodied person capable of setting the containers curbside resides with property owner. Collection of industrial, commercial and multi-family facilities refuse in bins shall be collected from areas designated as refuse disposal areas and from the containers provided to customers by CONTRACTOR.

#### E. AUTOMATED COLLECTION SERVICE CONTAINERS

1. CONTRACTOR has provided an automated cart for each residence being provided curbside waste (refuse) collection. The carts have the capacity of approximately ninety-six (96) gallons and are made with wheels that enable the cart to be rolled to the curb.

2. CONTRACTOR has provided an automated cart for each residence being provided curbside recyclables collection service. The carts have the capacity of approximately sixty-four (64) gallons and are made with wheels that enable the containers to be rolled to the curb. Customer can request one extra recycling cart at no charge.

#### F. COLLECTION HOURS AND DAYS

1. The collection of residential refuse in the CITY shall be confined to the hours between 5:30 A.M. and 5:00 P.M., Monday through Saturday and shall be once per week. Earlier or later pickup may be authorized only if upon prior written approval of the CHIEF ADMINISTRATIVE OFFICER which shall include requirements for CONTRACTOR to notify the affected customers prior to implementing the change.

2. Commercial and industrial waste collection services shall be offered at variable frequencies depending upon the needs of the individual customer. CONTRACTOR will provide flexible service arrangements including variable collection frequencies and a complete range of different size receptacles, to all businesses within the CITY to insure that acceptable sanitary standards are met. The minimum commercial and industrial services shall be once a week for commercial customers, and twice a week for food services customers.

3. In order to prevent problems with traffic, noise, wear and tear on the highway, or other problems having the potential to adversely effect health, safety, or the environment, which may develop in any specific area as a result of solid waste collection, the CHIEF ADMINISTRATIVE OFFICER may regulate the routes, intervals, delivery points and time for collection by CONTRACTOR under this Agreement.

#### G. RECYCLING SERVICES AND COMMUNITY INVOLVEMENT

CONTRACTOR has implemented a complete residential curbside recycling program for the separate collection of glass containers, newspaper, PET and HDPE plastic bottles and jugs, aluminum cans, and steel cans from single-family dwellings, as well as a residential yard waste collection program.

1. Each single family home of 5 units or less has been provided with a durable sixty-four (64) gallon cart for automated recyclables material collection, referenced in section E. 2 above, and a 35 gallon can for manual yard waste collection.
2. Residents will use a single recycling cart for newspaper, plastic bottles and jugs, glass bottles, and aluminum-tin cans, and a single yard waste can for yard waste material.
3. Recyclables and yard waste will be collected on the same day as normal trash service. A separate recycling truck will be used to collect recyclables, and a separate yard waste truck will be used to collect yard waste.
4. The CITY will be provided with a full report of the quantities of materials collected on a quarterly basis.
5. Informational Update: Periodically (at least once every 24 months) CONTRACTOR shall provide a newsletter or memorandum to residents containing an informational update on the CITY's Recycling Program.

6. Reminder Form: A reminder form will also be used by the recycling drivers to leave in the containers when residents place items out that cannot be collected. (i.e. Trash, hazardous waste, etc.).

#### H. TERM

The term of this Franchise Agreement shall commence on January 27, 2011 and shall continue through and including January 27, 2014. The term may be extended for an additional five (5) year term upon the mutual written agreement of the Parties.

#### I. PAYMENT

1. CONTRACTOR will bill and collect at established rates for residential, commercial and industrial services as is set forth in Schedule "A", attached hereto by reference as though fully set forth herein. Residential customers will be billed quarterly, in advance. Commercial and industrial customers will be billed monthly in advance. For services rendered during the period commencing March 1, 2011 through June 30, 2011, the City will continue to compensate CONTRACTOR monthly for residential services at the Residential rates listed in Schedule "A", in the same manner in which the City is compensating CONTRACTOR under that certain agreement dated January 18, 1995, as amended pursuant to the First Amendment dated October 5, 1998. Effective, July 1, 2011, CONTRACTOR will commence quarterly billing to such residential customers.

#### J. FRANCHISE FEE

1. CONTRACTOR will pay a franchise or license fee computed on gross receipts from refuse collection. The franchise fee is set at ten percent (10%) of the gross receipts received by CONTRACTOR. The franchise fee will be paid quarterly and due by the 15th of the month or the

next CITY business day following the end of each quarter. The franchise fee payment will become delinquent if not paid within ten (10) days of the due date. CITY will notify CONTRACTOR in writing of the delinquency and the payment will bear a flat two percent (2%) penalty and be immediately due. After ten (10) days from documented receipt of the CITY's written notice, the payment will be subject to interest charges at the U.S. Treasury Bill rate for six (6) month treasury notes, plus two percent (2%). Contractor's franchise fee obligation for residential services will commence effective July 1, 2011 and pertain only to gross receipts related to billings made by Contractor on or after July 1, 2011.

2. CONTRACTOR may itemize the franchise fees on Customers' invoices for services rendered.

#### K. INSURANCE

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

a. Comprehensive General Liability Insurance with coverage limits of not less than **One Million Dollars (\$1,000,000.00)** including products and completed operations hazard, contractual insurance, broad form property damage, independent contractor's liability, personal injury.

b. Automobile Liability Insurance for all vehicles used in connection with the performance of this Agreement and/or owned by the Operator with minimum limits of

liability of **One Million Dollars (\$1,000,000.00)** combined single limit coverage per claimant and per incident.

c. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by the Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **One Million Dollars (\$1,000,000.00)** per accident.

d. Professional Liability Insurance with limits of not less than **One Million Dollars (\$1,000,000.000)** in aggregate.

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

3. At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Director of Administrative Services a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Director of Administrative Services such certificate(s).

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

5. The comprehensive general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall

contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. The CITY agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

7. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the CITY.

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

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

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

11. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of the Operator's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section O of this Agreement.

## L. TERMINATION OF CONTRACT

1. After ninety (90) days prior written notice **approved by the CITY COUNCIL** specifying in what regard CONTRACTOR has failed to perform, and CONTRACTOR not having remedied said failure or failures to perform during a ninety (90) day period after such notice, CITY, upon approval by the CITY COUNCIL previously obtained, may terminate this Contract, and CONTRACTOR shall have no further rights hereunder and shall make no further collection of garbage, rubbish or solid waste material from any premises in the CITY.

2. Failure to perform any of the provisions of this Agreement or the violations of any applicable federal, state, county or city statutes, ordinances or regulations in the performance of this Agreement, shall be deemed "failure to perform" within the meaning of the preceding paragraph, as shall any repeated action or omission falling within any of the following categories:

a. Failure to pick up garbage, rubbish or solid waste material as required herein.

b. Permitting garbage, rubbish or solid waste material to fall upon the public streets, alleys, sidewalks, or other public property and not removing same.

c. Permitting waste material, trash or rubbish to blow from the trucks onto public or private property in any substantial amount.

d. Failure to answer complaints and to remedy conditions complained of

where required by this Contract.

e. Depositing or permitting glass in any form to be dropped, fall or thrown upon the roadway, from any container or truck of CONTRACTOR.

#### M. COLLECTION RATES

1. The initial rates for the collection of refuse from residential premises shall be at the rates set forth on Schedule "A" to this Agreement. Should any residential customer request commercial type or temporary container type service, the rates charged to such customer shall be the same rates charged to Commercial customers pursuant to Schedule "A".

2. The initial commercial and industrial rate schedule shall be as set forth in Schedule "A" to this Agreement. Commercial and industrial service levels will be determined based upon the needs of the commercial and industrial customers, with the corresponding rates for such service levels as set forth in Schedule "A".

3. Residential, commercial and industrial rates initially established in Schedule "A" shall be adjusted in accordance with Schedule "B", attached hereto and incorporated by reference as though fully set forth herein.

#### N. COLLECTION EQUIPMENT

1. CONTRACTOR Equipment. CONTRACTOR shall provide sufficient collection equipment to provide collection, transfer, and disposal services in accordance with the terms of this Agreement.

2. Trucks: Standards. Any truck used for the collection or transportation of waste matter shall be leak proof and equipped with a close-fitting cover which shall be affixed in a manner that will prevent spilling, dropping or blowing of any refuse upon the public right-of-way during

collection or transportation.

3. Trucks: Maintenance. All trucks used for collection or transportation of refuse shall be maintained in a clean and sanitary condition, neatly and uniformly painted, and shall carry a shovel, broom and fire extinguisher.

4. Trucks: Inspection

a. All trucks used for collection or transportation of refuse shall be made available for inspection at the discretion of the CHIEF ADMINISTRATIVE OFFICER or his designee at any point of operation;

b. Upon payment of an inspection fee, a decal is to be issued annually by the CITY for each truck complying with the inspection, and shall be placed on each truck in a conspicuous place. This inspection fee shall be set by the CITY COUNCIL by Resolution, as set forth in Exhibit "C" attached to this Agreement and incorporated herein by reference;

5. Trucks; Identification. Each truck used for collection or transportation of refuse shall have the CONTRACTOR's name, telephone number and truck number printed on each side of all trucks in letters not less than three inches high.

6. Trucks; Cleaning. All garbage-conveying trucks, tanks, containers, and other garbage receptacles shall be washed, cleaned and disinfected both on the inside and outside at least weekly, or more frequently if necessary to protect public health. The outside of all such trucks shall be kept free from refuse at all times.

7. Containers; Condition. The CONTRACTOR shall maintain in good repair and, as necessary, replace containers and bins furnished to customers.

8. Trucks: Noise. The noise level for the-collection vehicles during the stationary compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle and at an elevation of five (5) feet from the horizontal base place of such

vehicles.

## O. INDEMNIFICATION

1. CONTRACTOR shall indemnify, defend and hold harmless the CITY, its officers, agents or employees, from and against any claims, losses, liability, damages, expense and costs, including attorneys' fees, attributable to or arising out of CONTRACTOR's performance of this Agreement.

2. Environmental Indemnity: CONTRACTOR shall indemnify, defend with counsel reasonably approved by CITY, and hold harmless CITY, its officers, agents, and employees from and against any claims arising from or attributable to any violation of any environmental law which occurs as a direct result of CONTRACTOR's negligent or willful acts or omissions between the time that CONTRACTOR picks up any materials as required under the Agreement and the time that those materials are deposited by CONTRACTOR in a properly permitted disposal site unless such claim is due to the negligent or willful acts or omissions of CITY or any of its officers, agents or employees.

3. AB939 Indemnity: CONTRACTOR shall protect, defend, indemnify, and hold harmless CITY against any fines or penalties imposed by the California Integrated Waste Management Board or its successor due to the failure of City to divert from landfills at least twenty five percent (25 %) of the refuse, recyclable materials, and yard waste attributable to it until January 27, 2014, or fifty percent (50%) of such refuse, recyclable materials, and yard waste thereafter, or such lesser percentage equal to the landfill diversion goals imposed on local governments by the California Integrated Waste Management Act of 1989 ("AB 939", or the "Act") as it may be amended from time to time.

## P. PERFORMANCE BOND

1. Upon execution of this Agreement CONTRACTOR shall not be required to provide a performance bond to secure the full, true and faithful performance of all the terms, obligations and condition of this Agreement. The CITY COUNCIL reserves the right to require CONTRACTOR to deliver to the CITY a good and sufficient Surety Bond to be approved by the CITY Attorney, to secure the full, true and faithful performance of this Agreement. The CITY COUNCIL upon passage of a Resolution to do so, may require CONTRACTOR to post a Performance Bond, but in no event shall the amount of the Performance Bond exceed the average of one (1) month's gross receipts from commercial and residential refuse collection in the CITY as averaged over the prior twelve (12) month reporting period of gross receipts.

2. Said Performance Bond, if required, shall not be subject to cancellation and shall be in full force and effect for the full term of one (1) year, and shall be renewed, or a new Bond furnished, subject to the approval of the CITY COUNCIL and the CITY Attorney as provided herein, not less than thirty (30) days before the expiration of the then existing Bond on file with the CITY. The CONTRACTOR, if required to do so, shall maintain on file with the CITY Clerk a good and sufficient faithful performance surety bond according to the requirements of this Section.

**Q.**

#### **EXCLUSIVE FRANCHISE**

The CONTRACTOR shall have the sole right to pick up, gather and remove refuse generated by residences and commercial and industrial business firms within the CITY for the full term of this Agreement unless sooner terminated as herein provided. The CITY will not let any contract to, or enter any contact with any other person, firm or corporation for the performance of the services herein required to be performed by CONTRACTOR, except as expressly otherwise herein provided, while this Agreement is in effect, and will adopt such ordinances as are necessary to enforce CONTRACTOR's exclusive franchise rights hereunder.

## R. ASSIGNMENT

1. CONTRACTOR shall not assign, sell, subcontract or otherwise, delegate authority to perform any portion of this Contract without the prior express written consent of CITY. In addition, CONTRACTOR may not transfer any right or privilege accruing to CONTRACTOR under the terms of this Agreement without prior express written consent of CITY. Upon any assignment duly authorized by the CITY the assignee shall assume the liability of CONTRACTOR.

2. In the event of an assignment of the franchise from CONTRACTOR to another qualified company, CONTRACTOR will be responsible to reimburse the CITY for any costs incurred in connection with the evaluation of qualification of prospective companies to receive an assignment of the Franchise, which reimbursement shall not exceed an amount equal to one-half (1/2) of one percent (1%) of the commercial gross receipts from the preceding twelve (12) month calendar period.

## S. WRITTEN NOTICE

All notices required or provided for under this Agreement shall be in writing and shall be delivered in person or by certified mail, postage prepaid, addressed to the parties as follows:

CITY:

CHIEF ADMINISTRATIVE OFFICER

City of Bell

City Hall

6330 Pine Avenue

Bell CA 90201-1291

CONTRACTOR:

Attn: Area President  
Consolidated Disposal Service, LLC.  
12949 Telegraph Road  
Santa Fe Springs, CA 90670

Any notice so delivered shall be effective upon the date of personal delivery or, for mailing, on the date of delivery or attempted delivery as shown on the U.S. Postal

Service return receipt. Any party may change its address for Notice by giving ten (10) days' written notice of such change.

#### T. EQUAL OPPORTUNITY EMPLOYMENT

1. In providing refuse service for the CITY, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or physical handicap.
2. The CONTRACTOR shall take affirmative action to ensure such nondiscrimination.
3. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
4. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or for CONTRACTOR, state that all qualified applicants will receive consideration for, employment without regard to race, creed, color, sex, national origin or physical handicap.

#### U. RIGHTS RESERVED TO THE CITY

1. At all reasonable times, CONTRACTOR shall permit the CITY's authorized

representatives to examine all property of CONTRACTOR relating to the performance of the Agreement, and to examine and transcribe any records kept or maintained by CONTRACTOR under his control that pertain to this Agreement.

2. Neither this Agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental right or power of the CITY.

3. The CITY COUNCIL may do all things that are necessary and convenient in the exercise of its jurisdiction under this Agreement.

4. The CHIEF ADMINISTRATIVE OFFICER is authorized and empowered to adjust, settle, or compromise any controversy or charge arising from the operations of CONTRACTOR under this Agreement, either for the CITY, CONTRACTOR, or any customer in the best interest of the public. Either CONTRACTOR, or any member of the public, who may be dissatisfied with any decision of the CHIEF ADMINISTRATIVE OFFICER, may appeal the matter to the CITY COUNCIL for hearing and determination. The CITY COUNCIL may accept, reject, or modify the decision of the CHIEF ADMINISTRATIVE OFFICER and the CITY COUNCIL may adjust, settle, or compromise any controversy or cancel any charge arising from the operations of CONTRACTOR.

#### W. COMPLIANCE WITH CIWMA

CONTRACTOR will assist CITY in meeting the requirements of the CIWMA.

#### X. LEGAL REQUIREMENTS AND MISCELLANEOUS PROVISIONS

The CONTRACTOR shall obtain all permits and licenses required by the CITY, County, State and Federal Governments. The CONTRACTOR shall fulfill all reporting requirements to these agencies.

1. CONTRACTOR shall comply with all laws, ordinances, rules and regulations of the

State, County, city and, all political subdivisions thereof having jurisdiction over work done or to be done under this Agreement. CONTRACTOR must conform to and abide by all ordinances of the CITY and of the County and of cities through which waste and recyclables are to be hauled or in which such waste or recyclables may be sold or stored.

2. The provisions of the City of Bell Municipal Code ("Code") relating to refuse collection and disposal existing as of the Effective Date authorize this Agreement and are hereby incorporated into and made a part of this Agreement; provided that, if the Code is later changed and conflicts with the terms of this Agreement, the terms of this Agreement shall supersede the provisions of the Code.
3. Time shall be of the essence in this Agreement. The CONTRACTOR shall not be relieved of his obligation to comply promptly with any provision of this Agreement by any failure of the CITY to enforce prompt compliance.
4. This Agreement shall be binding on, and accrue to the benefit of the heirs, executors, assigns and successors in interest of the parties hereto, subject to the provisions of Section R above.
5. In the event territory is annexed to the CITY, and if for the three (3) years immediately before such annexation, refuse collection services were provided by a refuse collector authorized to perform such services by the local agency having jurisdiction over such territory before annexation, then such authorized refuse collector may continue to provide refuse collection service in the territory for up to five (5) years from the date of annexation. Under such circumstances, the annexed territory shall not be deemed part of the CITY under this Agreement during the five (5) year period. If the refuse collector authorized to perform such collection services before annexation is CONTRACTOR, then such territory may immediately become a part of the CITY for purposes of this Agreement.
6. Each right, power and remedy provided for herein or now or hereafter existing at law,

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

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

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

#### Y. SEVERABILITY

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

Agreement shall be valid and be enforced to the fullest extent permitted by law.

Z. REPORTS REQUIRED

The CONTRACTOR shall provide the CHIEF ADMINISTRATIVE OFFICER at the times and in the form prescribed by the CHIEF ADMINISTRATIVE OFFICER, such reports with respect to the CONTRACTOR's operations as may be reasonably necessary or appropriate to the performance of any of the rights, functions or duties of the CITY in connection with this Agreement. In addition, a report shall be submitted in a form satisfactory to the CITY, as to the CITY's progress in meeting and maintaining its ability to meet its goals under AB 939 as applied to the Franchise Area, along with any recommended changes.

IN WITNESS WHEREOF, the Parties hereto have executed this Franchise Agreement on the date first above written.

CITY OF BELL

CONSOLIDATED DISPOSAL SERVICE, LLC.

---

Oscar Hernandez, MAYOR

---

AREA PRESIDENT

ATTEST:

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Rebecca Valdez, CITY CLERK

Approved as to form:

Approved as to form:

---

James M. Casso, Interim City Attorney

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Scott W. Gordon Counsel for CDS

SCHEDULE "A"

Rates

SCHEDULE "B"  
Adjustment of Rates

**Annual Rate Adjustment Process**

Initial rates established pursuant to Schedule "A" shall be annually adjusted in accordance with the following rate adjustment calculation. The first such rate adjustment shall be effective April 1, 2012, and each April 1 thereafter for each year remaining during the term of the Agreement:

- Annual Adjustment Due to Change in CPI: 65% of each rate shall be adjusted by the average percentage change, if any, in CPI (for all Urban Consumers- Los Angeles-Riverside-Orange County) for the most recent 12-month period preceding the submittal of CONTRACTOR's rate adjustment calculation. No adjustment shall be made for any negative changes in CPI.
  
- Annual Adjustment Due to Change in Fuel Prices: 5% of each rate shall be adjusted by the percentage change, if any, in the DOE Diesel (On Highway) prices published in the Official Energy Statistics from the U.S. DOE for the most recent 12-month period preceding the submittal of CONTRACTOR's rate adjustment calculation.
  
- Annual Rate Adjustment for Changes in Solid Waste Facility Fees: 30% of each rate shall be adjusted by the percentage change in the posted, non-discounted gate rate at the Puente Hills Landfill between January 1 of the previous year and January 1 of the current year (or such other dates that may be applicable based on when the LACSD adjusts the rate at Puente Hills Landfill)

CONTRACTOR shall provide to CITY its annual rate adjustment calculation on or before January 20 of each year during the term of this Agreement, commencing January 20, 2012.

## **Extraordinary or Other Rate Adjustments**

CONTRACTOR shall have the right, at any time during the term of this Agreement, to request that CITY make additional or other adjustments to the rates established and annually adjusted, to address any unforeseen or extraordinary costs or changes in law which affect the CONTRACTOR's delivery of services pursuant to this Agreement.

9634.4

**EXCLUSIVE REFUSE COLLECTION AND RECYCLING  
FRANCHISE AGREEMENT  
BY AND BETWEEN  
THE CITY OF Bell  
AND  
CONSOLIDATED DISPOSAL SERVICE, INC.**

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**EXCLUSIVE REFUSE COLLECTION AND RECYCLING  
FRANCHISE AGREEMENT  
BY AND BETWEEN  
THE CITY OF BELL  
AND  
CONSOLIDATED DISPOSAL SERVICE, INC.**

THIS AGREEMENT is made and entered into in duplicate this 17 day of January, 1995, and was effective 12:01 A.M. on January 18, 1995, by and between the City of Bell, a Municipal Corporation, hereinafter designated as "City" and Consolidated Disposal Service, Inc., a California Corporation, hereinafter designated as "Contractor."

WHEREAS, the City Council finds that it is in the best interest of the City to grant one exclusive contract for the collection of residential and commercial refuse in the City and for one exclusive franchise to provide recycling services to the residents of the City; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("CIWMA"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

WHEREAS, pursuant to Public Resources Code Section 40059(a)(1), the City Council of the City has determined that the public health, safety and well-being require that permits or franchises be granted to qualified solid waste contractors for solid waste collection, recycling, composting and disposal services in residential, commercial, construction and industrial areas with the City; and

**WHEREAS, the City Council has heretofore enacted Chapter 9 of Article III of the City of Bell Municipal Code which establishes standards for the collection and disposal of refuse, trash, rubbish and other forms of solid waste and pursuant to Section 3901.100 to 3901.115 of said Chapter, the City Council has determined that the disposal and/or collection of refuse, trash, rubbish or other solid waste is a service to be performed in the City in accordance with the provisions of the City Code; and**

**WHEREAS, the City Council may from time to time issue franchises to those parties meeting the criteria set forth in Chapter 9 of Article III of the City of Bell Municipal Code and such standards as may be established by the City Council regarding the collection of refuse, rubbish and other forms of solid waste, and so long as any such permits remain in force, the collection of material provided for herein may be made only in accordance with the terms and conditions thereof; and**

**WHEREAS, City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of solid waste including California Integrated Waste Management Act ("C.I.W.M.A."), the Resource Conservation and Recovery Act ("RCRA") and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); and**

**WHEREAS, the City Council of the City declares its intention to maintain reasonable rates for the collection, transportation, recycling, composting and disposal of solid waste, recyclables and compostables generated within the city limits;**

**WHEREAS, the City Council finds that Contractor is well qualified to furnish the services; and**

NOW, THEREFORE the parties now agree as follows:

*A. DEFINITIONS*

1. Authorized Recycling Contractor as used in this Agreement means a person, firm, partnership, corporation, or other entity authorized under and by virtue of a contract with the City to collect recyclable waste material in the City.
2. Bulky waste shall mean and include but not by way of limitation, discarded white goods (i.e. major household appliances), furniture, tires, carpets, mattresses and similar large items which cannot be placed in a covered container.
3. CHIEF ADMINISTRATIVE OFFICER means the CHIEF ADMINISTRATIVE OFFICER of the City of Bell or the CHIEF ADMINISTRATIVE OFFICER's duly authorized representative.
4. CITY shall mean the City of Bell, California.
5. City Clerk shall mean the Bell City Clerk or their designee.
6. CITY COUNCIL shall mean the Bell City Council.
7. C.I.W.M.A. shall mean the California Integrated Waste Management Act of 1989, as it may be amended from time to time.
8. C.I.W.M.B. shall mean the California Integrated Waste Management Board or any successor agency to said agency.

9. Collection means the act of collecting solid waste, recyclables or compostables at the place of generation by an approved collector.

10. Collector means, depending upon the context in which used, either the CITY, another local agency or a Contractor.

11. Commercial bins means bins provided by a Collector for the deposit of refuse, charged at commercial rates.

12. Commercial premises means all premises in the CITY, other than residential premises, where refuse is generated or accumulated.

13. Container means any bin, vessel, can, or receptacle used for collecting solid wastes for removal, whether owned by the Collector, property owner or tenant.

14. CONTRACTOR shall mean Consolidated Disposal Service, Inc. and subsidiary companies.

15. Designated recycling collection location as used in this Agreement, means the place designated in the Agreement between the CITY and CONTRACTOR from which CONTRACTOR has contracted to collect recyclable waste material. This location will customarily be the curbside of a residential neighborhood or the service alley of a commercial enterprise.

16. Franchise shall mean the right and privilege: (1) to collect; (2) to transport to landfill or other licensed disposal facilities approved by the C.I.W.M.B. and/or other applicable State or Federal Agency, the collected solid waste; and/or (3) to recycle from collected solid waste all solid waste kept,

generated and/or accumulated within the CITY from the Franchise Area. Any Franchise is subject to all of the provisions of the City of Bell Municipal Code, the Franchise Agreement, and to any rights held by any other solid waste enterprise holding rights pursuant to Public Resources Code Section 49520.

17. Franchise fee means the fee or assessment imposed by the CITY on CONTRACTOR solely because of its status as contractor. The term "franchise fee" does not include: (1) Any tax, fee or assessment of general applicability (including any such tax, fee, or assessment imposed on both businesses and CONTRACTOR or their services but not including a tax, fee or assessment which is unduly discriminatory against CONTRACTOR or its customers); or (2) Requirements, reimbursements, charges or fees incident to the awarding, administering, enforcing, transfer or renewal of a franchise, including payment of bonds, consultants, administrative expenses, attorney's fees, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages.

18. Garbage means the putrescible animal, fish, fowl, food, fruit, bakery goods, or vegetable matter, resulting from the preparation, storage, processing, handling, decay, distribution, manufacturing, or consumption of such substance, except suet, tallow, bones, or meat trimmings that are not rejected by the owner or producer as worthless or useless.

19. Gross receipts shall mean any and all monies or compensation in any form received directly or indirectly by CONTRACTOR, its affiliates, subsidiaries, parents and any person or entity in which CONTRACTOR has a financial interest, for the collection of refuse pursuant to a franchise, including, but not limited to, monthly customer fees for collection of refuse, special pickup fees, bin and drop box rental and collection fees and fees for redelivery of bins

and drop boxes, without subtracting franchise fees or any other cost of doing business.

20. Handicapped person shall identify a person who satisfies the Department of Motor Vehicles requirement for issuance of a handicap parking permit.

21. Hazardous waste means any compound, mixture, substance, or article which, if improperly used, handled, transplanted, processed, or stored, may constitute a hazard to health or may cause damage to property and contaminate the water table by reason of being explosive, flammable, poisonous, corrosive, radioactive, or otherwise harmful to the environment, including wastes or refuse defined as hazardous under state or federal law including the Resource Conservation and Recovery Act, 42 USC § 6901 et seq., or the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") § 999601 et seq., and all future amendments to either of them, or as defined by the California Environmental Protection Agency or the California Integrated Waste Management Board or either of them.

22. HHWE shall mean Household Hazardous Waste Element of the City of Bell Municipal Code, as it may be amended from time to time.

23. Place or premises means every dwelling house; dwelling unit; apartment house or multiple dwelling building; trailer or mobile home park; store; restaurant; rooming house; hotel; motel; office building; department store; manufacturing, processing or assembling shop or plant; and every other place or premises where any person resides or any business is carried on or conducted

within the CITY or any other site upon which garbage, waste, or refuse is produced or accumulates.

24. **Recyclable waste material** means discarded materials such as, but not limited to, newspapers, glass, plastic and metal cans, and compostables which are separated from other garbage or refuse for the purpose of recycling.

25. **Recycling** means the process of collecting and turning used products into new products by reprocessing or remanufacturing them.

26. **Refuse** includes both garbage and rubbish and means putrescible and nonputrescible solid waste or debris, except sewage, whether combustible or noncombustible, and includes garbage and rubbish.

27. **Residential** includes single family residences, multifamily residences, including apartments and condominiums, but does not include hotels or motels.

28. **Rubbish** means non-putrescible unwanted or discarded material or debris, either combustible or noncombustible including but not limited to paper, cardboard, grass, tree, or shrub trimmings, straw, clothing, wood, or wood products, crockery, glass, rubber, metal, plastic, construction, or demolition material, recyclables, compostables, bulky wastes, and other municipal solid waste.

29. **Senior Citizen** shall mean a customer who is at least sixty-two (62) years old.

30. **Solid waste or waste matter** means "rubbish" as defined above.

31. SRRE shall mean Source Reduction Recycling Element of the City of Bell Municipal Code, as it may be amended from time to time.

32. Standard residential refuse container means a container of a size, design, and weight prescribed by the CITY COUNCIL by Resolution, for single family residential solid waste collection designed and manufactured for the accumulation and storage of residential refuse. The top diameter of the container shall in no case be smaller than the diameter of the receptacle at the bottom.

33. Tipping fees shall mean the per ton charges, including any surcharges, imposed by the Los Angeles County Sanitation District for dumping solid waste or alternative facilities where applicable.

***B. GRANT OF FRANCHISE FOR COMMERCIAL, RESIDENTIAL, CONSTRUCTION, INDUSTRIAL, AND TEMPORARY BIN SERVICES***

1. This Agreement grants an exclusive Solid Waste collection Franchise as defined in Paragraph A, 17., to CONTRACTOR, pursuant to Chapter 9 of Article III of the City of Bell Municipal Code and California Public Resources Code Section 40059(a)(1) for the collection, transportation, recycling, composting, and disposal of residential, commercial and industrial solid waste and construction debris and for providing temporary bin/rolloff services in commercial, residential, construction, and industrial areas within the CITY. This Franchise is subject to any statutory provision or the terms of any pre-existing solid waste, construction debris, or temporary bin/rolloff service licenses, permits, or Resolutions previously granted by the CITY. In the event that state or federal laws or regulations or judicial findings enacted after this Franchise has been executed, prevent or preclude compliance with one or more provisions of this Franchise, such provisions of the Franchise shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations or judicial findings.

2. This Agreement also constitutes an exclusive franchise making **CONTRACTOR** the exclusive authorized recycling contractor to collect recyclable waste material in the **CITY** pursuant to the definition provided in Section A.1. of this Agreement.

3. The collection, transportation and disposal of Hazardous Waste is defined in this Agreement as specifically beyond the scope of the terms and conditions of this Agreement and of the Franchise granted **CONTRACTOR**. **CONTRACTOR** and the **CITY** shall take all steps reasonably necessary to prevent Hazardous Waste from being collected, transported or disposed by **CONTRACTOR** under this Agreement.

### **C. SCOPE OF WORK**

The work to be done under this Agreement shall include the furnishing of all labor, material, equipment and expenses necessary to perform the following minimum services:

1. The collection, hauling and disposal of refuse from the premises of all residences and businesses in the **CITY** at regularly scheduled intervals at rates to be provided herein. Work shall include regularly scheduled pick up of refuse, once a week from curb or alley.

2. **CONTRACTOR** shall also have the exclusive right within the **CITY** to provide regularly scheduled and one time special container (bin) service to any resident or business requesting such service.

3. **CONTRACTOR** shall be the exclusive refuse disposal franchisee for the removal of waste, building materials and other waste materials from the construction, alteration, repair and moving for demolition of buildings. **CONTRACTOR** shall provide roll-off containers on the request of individual owners and tenants of residential premises

if alteration or repair work is performed individually by the owner or tenant, and with building contractors or demolition contractors as required for the removal of waste, building materials and other waste materials from construction, alteration, repair, moving and/or demolition of buildings.

4. CONTRACTOR shall also have the exclusive right to provide temporary refuse disposal services within the CITY including, but not limited to, roll-off bin services for construction sites and temporary refuse services for public and private events within the CITY at rates as provided herein.

5. CONTRACTOR shall provide free curbside collection of bulky goods for residential service within twenty-four (24) hours of a request to do so. Bulky goods collected by CONTRACTOR, including, but not limited to metallic discard is defined in California Public Resources Code § 42161 or any successor provision thereto, may be disposed of but CONTRACTOR shall attempt to re-use the bulky goods as is, if it is energy efficient, disassemble for re-use or recycling the bulky goods, or recycle the bulky goods before disposing the same.

6. Unless otherwise directed by the CITY, CONTRACTOR shall dispose of all refuse collected at an authorized solid waste facility or dump site approved by the C.I.W.M.B. or other authorized Federal or State Agency. CONTRACTOR shall dispose of waste to facilitate compliance with the C.I.W.M.A. and shall notify the CITY of the solid waste facilities or dump sites used upon receiving a written request to do so.

7. CONTRACTOR shall maintain a full-time customer service department providing automated systematic complaint resolution and a twenty-four (24) hour message center at a local telephone number with no toll charges to residents of the CITY. The customer service department will track recorded service problems.

Customer service personnel will be prepared to accept and receive calls from CITY customers concerning changes in service.

8. All work done by or required of CONTRACTOR shall be done thoroughly and competently to the satisfaction of the CITY.

9. CONTRACTOR will provide waste collection to all CITY Facilities at no charge to the CITY ("Base Level Service"). The value of Base Line Service shall be the price of such services charged commercial customers for the same service at the CONTRACTOR's then current rates. CONTRACTOR will also provide for collection and disposal service during CITY special programs and special events at no charge to the CITY so long as the value of such services does not exceed fifty percent (50%) of the value of Base Level Service for any quarter. Should the price of collection and disposal services for such programs and events exceed 50% of the value of Base Level Service in any quarter, then CONTRACTOR will contribute seventy five percent (75%) of the price for collection and disposal services at CONTRACTOR's then existing rates for such services, in excess of the 50% Base Level Service value and the CITY will pay CONTRACTOR for twenty-five percent (25%) of the price of such services within thirty (30) days of being billed therefor by CONTRACTOR.

10. CONTRACTOR will provide commercial waste collection services at the rates specified in Schedule "A" with annual increases in rates as provided herein.

11. Once refuse, compostables or recyclables are placed in containers or bins for collection or at curbside, CONTRACTOR shall become the owner of the materials subject to CONTRACTOR's duty to meet the source reduction and recycling goals of CIWMA which apply to the CITY, CONTRACTOR is granted the right to retain, recycle, compost, dispose of, or otherwise use such refuse, compostables or

recyclables or any part thereof, in any lawful fashion and for any lawful purpose desired by CONTRACTOR.

12. All refuse, disposables, recyclables and street or construction debris, or any part thereof, which is disposed of at a disposal site or sites (whether landfill, transformation facility, transfer station, or material recovery facility) shall become the property of the owner/operator of the disposal site or sites once deposited there by CONTRACTOR.

13. To the extent permitted by law CITY at its sole discretion shall retain the right to direct which Solid Waste disposal facility, transformation facility, transfer station, or material recovery facility shall be used by CONTRACTOR to retain, recycle, compost, process and dispose of Solid Waste and construction debris generated within the CITY. CONTRACTOR and CITY recognize that United States Supreme Court has recently ruled that ordinances directing the flow of waste to disposal facilities designated by the CITY may be unconstitutional under the Commerce Clause of the United States Constitution. Should the State or Federal government enact enabling legislation allowing the CITY to regain authority to implement the flow control ordinance, CITY and CONTRACTOR may take necessary steps to implement that ordinance within the constraints and provisions of this Franchise Agreement.

14. CITY reserves the right to award other Agreements for providing trash bins, collection, hauling and disposal of waste within the CITY limits where special governmental agency funds are used for projects that are Federal, State or locally regulated and the procurement of a bid process is necessary. CONTRACTOR shall be required to submit bids when requested to do so.

15. CITY reserves the right to participate with the Los Angeles County Department of Public Works and the Sanitation Districts in a Household Hazardous

Waste round-ups for the collection of hazardous waste in compliance with the CITY's HHWE.

#### *D. LOCATION OF COLLECTIONS*

Residential refuse may be collected either at curbside or backyard for qualified handicapped residents. Collection of industrial, commercial and multiple tenant facilities refuse shall be from areas designated as refuse disposal areas and from the containers provided to customers by CONTRACTOR.

#### *E. AUTOMATED COLLECTION SERVICE*

CONTRACTOR may implement an automated collection service by the fourth quarter of 1996, if approved by the CITY COUNCIL.

1. CONTRACTOR will provide an automated container for each residence being provided curbside waste collection. The containers will have the capacity of approximately ninety (90) gallons and will be made from post-consumer recycled plastic, with wheels that enable the containers to be rolled to the curb;

2. When automated collection is commenced, residential collection schedules may require a change from current collection schedules. CONTRACTOR will first submit to the CITY Staff any changes in collection schedules for approval prior to implementing them. CONTRACTOR will provide notice to residents of the new collection days and the new collection system; and

3. CONTRACTOR will pay one-half ( $\frac{1}{2}$ ) the cost of automated containers provided to automated collection service customers. The other half of the costs will be reflected in a monthly rate increase to be determined at the time of

implementation. The adjustment to rates will be effective to coincide with the implementation of the automated services.

#### ***F. COLLECTION HOURS AND DAYS***

1. The collection of residential refuse in the CITY shall be confined to the hours between 5:30 A.M. and 5:00 P.M., Monday through Saturday and shall be once per week. Earlier pickup may be authorized only if upon prior written approval of the CHIEF ADMINISTRATIVE OFFICER which shall include requirements for CONTRACTOR to notify the affected customers prior to implementing the change.

2. Commercial and industrial waste collection services shall be offered at variable frequencies depending upon the needs of the individual customer. CONTRACTOR will provide flexible service arrangements including variable collection frequencies and a complete range of different size receptacles, to all businesses within the CITY to insure that acceptable sanitary standards are met. The minimum commercial and industrial services shall be once a week for commercial customers, and twice a week for food services customers.

3. In order to prevent problems with traffic, noise, wear and tear on the highway, or other problems having the potential to adversely effect health, safety, or the environment, which may develop in any specific area as a result of solid waste collection, the CHIEF ADMINISTRATIVE OFFICER may regulate the routes, intervals, delivery points and time for collection by CONTRACTOR under this Agreement.

#### ***G. RECYCLING SERVICES AND COMMUNITY INVOLVEMENT***

CONTRACTOR will implement a complete residential curbside recycling program for the separate collection of glass containers, newspaper, PET and HDPE

plastic bottles and jugs, aluminum cans, and steel cans from single-family dwellings. DayBreak Recycling Systems, a subsidiary of Consolidated Disposal Service, Inc., operates a state approved intermediate processing facility located in the City of Santa Fe Springs.

1. Each single family home of 5 units or less will be provided with a durable eighteen (18) gallon container made from recycled plastic. CONTRACTOR will assume all costs associated with distribution of the residential recycling containers.

2. Residents will use a single recycling container for newspaper, plastic bottles and jugs, glass bottles, and aluminum-tin cans.

3. Recyclables will be collected on the same day as normal trash service. A separate recycling truck will be used to collect recyclables.

4. CONTRACTOR will provide wheeled dollies, at CONTRACTOR's cost, to qualified Senior Citizens and handicapped residents. Senior Citizens or Handicapped residents who meet the low income criteria approved by the CITY COUNCIL will be provided dollies free of charge.

5. The CITY will be provided with a full report of the quantities of materials collected, and the revenues received from materials, by the 15th of each month.

6. The information and design of all the recycling publicity materials are subject to CITY approval. The plan for the CITY will include the following:

**Introductory Letter:** An introductory letter will be sent to all residents to inform them that the Curbside Recycling Program is coming. This letter will be sent forty-five (45) days prior to the implementation date.

**Instructional Pamphlet:** An instructional pamphlet will be mailed to residents which explains the specifics of the program. These pamphlets will be mailed thirty (30) days before the program begins.

**Informational Update:** Periodically (at least once every 24 months) CONTRACTOR shall provide a newsletter or memorandum to residents containing an informational update on the CITY's Recycling Program.

**Reference List:** A reference list indicating what materials are to be put in the container will be included in the containers upon delivery.

**Reminder Form:** A reminder form will also be used by the recycling drivers to leave in the containers when residents place items out that cannot be collected. (i.e. Trash, hazardous waste, etc.).

This program will be implemented not later than January 31, 1995.

The curbside recycling program will be provided at a cost approved by the CITY COUNCIL Resolution. To encourage participation, CONTRACTOR will share the proceeds from the sale of the recyclables with the CITY at a fifty percent/fifty percent (50%/50%) rate based on the sales price of the recyclable material generated in the CITY which is sold.

#### ***H. TERM***

The preliminary term of this Agreement shall commence on the effective date and terminate June 30, 2000. The primary term of this Franchise Agreement shall commence on July 1, 2000 and shall continue to and automatically be extended for six (6) year periods unless either party hereto serves Notice of Non-renewal on the other

party at least thirty (30) days prior to the expiration of the term hereof or any six (6) year extension of that term; and if either party serves a Notice of Non-renewal, the terms of said Agreement shall remain in effect for six (6) years from the date of the Notice of Non-renewal.

### *I. PAYMENT*

1. The CITY shall collect for residential services under this Agreement, from the property owners of the CITY through assessment for refuse collection on the Los Angeles County Tax Assessment Tax Roll. CONTRACTOR will receive its monthly payment from the CITY for residential services on the 15th of the month or should the 15th fall on a weekend or holiday, on the next CITY business day.

2. CONTRACTOR will bill and collect for commercial and industrial services as provided under this Franchise.

### *J. FRANCHISE FEE*

1. Effective in year one of the preliminary term of this Agreement, CONTRACTOR will pay a franchise or license fee computed on gross receipts from commercial refuse collection. The commercial franchise fee is set at ten percent (10%) of the commercial gross receipts received by CONTRACTOR. The franchise fee will be paid quarterly and due by the 15th of the month or the next CITY business day following the end of each quarter. The franchise fee payment will become delinquent if not paid within ten (10) days of the due date. CITY will notify CONTRACTOR in writing of the delinquency and the payment will bear a flat two percent (2%) penalty and be immediately due. After ten (10) days from documented receipt of the CITY's written notice, the payment will be subject to interest charges at the U.S. Treasury Bill rate for six (6) month treasury notes, plus two percent (2%).

2. CONTRACTOR may itemize the franchise fees on Customers' invoices for services rendered.

3. CITY will impose upon all commercial waste collectors within the CITY the same insurance requirements and the same maximum rates used by CONTRACTOR under this Franchise Agreement.

4. CITY and CONTRACTOR acknowledge that pursuant to California Public Resources Code § 49520 that licensed commercial refuse haulers within the CITY may continue to provide those services for up to five (5) years after mailed notification to them by the CITY that CONTRACTOR has received an exclusive franchise.

5. Upon execution of this Agreement CITY will notify all refuse and recycling companies who hold business licenses to collect refuse or recyclables in the CITY of the new exclusive franchise of CONTRACTOR. Within one hundred eighty (180) days of the enactment of the new Franchise Agreement, the CITY will supply CONTRACTOR with a list of all companies licensed to collect commercial refuse within the CITY. CONTRACTOR will make a good faith effort to negotiate the acquisition of the commercial accounts of the licensed companies within the CITY and CONTRACTOR will offer fair market value on terms and conditions mutually acceptable to CONTRACTOR and the licensed company. CITY will require that all licensed commercial refuse collectors within the CITY be bound by the maximum commercial rate schedules as attached to this Agreement and that all licensed refuse collectors have the same insurance requirements and be required to pay the same licensing or franchise fees as required under this Agreement.

6. In the event CITY is unable or does not impose a franchise fee on other commercial waste collectors within the CITY during the preliminary term of this Agreement, then CONTRACTOR will not be obligated to pay franchise fees.

## *K. INSURANCE*

1. **Public Liability:** CONTRACTOR shall obtain and maintain and keep on file with the CITY Clerk during the term of this Agreement a valid and unexpired policy of public liability and property damage insurance for loss and damages suffered by any one person in any one accident or occurrence and a policy for loss or damage suffered by more than one person in any single accident or occurrence. Each such policy will have policy limits as determined by the CITY COUNCIL by Resolution. Said policy of insurance shall cover CONTRACTOR and all vehicles and employees used to perform services under this Agreement and such policy shall cover the CITY, its officers and employees as additional insured.

2. Such policy shall provide that it shall not be cancelled by insurance carrier unless thirty (30) days prior written notice of the intent to cancel shall first have been served upon the CITY Clerk of the CITY.

3. **Workers' Compensation Insurance:** CONTRACTOR further agrees to carry at CONTRACTOR's own expense Workers' Compensation Insurance according to the laws of the State of California. All said insurance policies or duplicates thereof, shall be deposited by CONTRACTOR with the CHIEF ADMINISTRATIVE OFFICER, with a statement from the insuring companies or endorsements which provide that such policies will not be subject to cancellation by the companies until thirty (30) days written notice is given to the CITY by registered or certified mail, of the intention of the companies to cancel said policies and shall be maintained on file with the CITY Clerk.

## **L. TERMINATION OF CONTRACT**

1. After ninety (90) days prior written notice approved by the CITY COUNCIL specifying in what regard CONTRACTOR has failed to perform, and CONTRACTOR not having remedied said failure or failures to perform during a ninety (90) day period after such notice, CITY, upon approval by the CITY COUNCIL previously obtained, may terminate this Contract, and CONTRACTOR shall have no further rights hereunder and shall make no further collection of garbage, rubbish or solid waste material from any premises in the CITY.

2. Failure to perform any of the provisions of this Contract or the violations of any applicable federal, state, county or city statutes, ordinances or regulations in the performance of this Contract, shall be deemed "failure to perform" within the meaning of the preceding paragraph, as shall any repeated action or omission falling within any of the following categories:

a. Failure to pick up garbage, rubbish or solid waste material as required herein.

b. Permitting garbage, rubbish or solid waste material to fall upon the public streets, alleys, sidewalks, or other public property and not removing same.

c. Permitting waste material, trash or rubbish to blow from the trucks onto public or private property in any substantial amount.

d. Failure to answer complaints and to remedy conditions complained of where required by this Contract.

e. Depositing or permitting glass in any form to be dropped, fall or thrown upon the roadway, from any container or truck of CONTRACTOR.

### *M. COLLECTION RATES*

1. The rate for the collection of refuse from residential premises shall be at rates set forth on Schedule "A" to this Agreement. Should any residential customer request commercial type or temporary container type service, the rates charged to such customer shall be the same rates charged to customers under the contract between the CITY and CONTRACTOR for collection and disposal from Commercial Premises.

2. A commercial and industrial rate schedule is attached as Schedule "A,". Commercial and industrial rates will be determined based upon the needs of the commercial and industrial customers as requested of CONTRACTOR. Said rates are maximum rates for the services specified but CONTRACTOR may charge less than the said maximum rates provided that the lower rate is not less than eighty-five percent (85%) of the maximum rate.

3. A residential, commercial and industrial recycling rate schedule is attached as Schedule "A" . Residential, commercial and industrial recycling rates will be based upon the needs of the customers.

Schedule "B" attached hereto and incorporated in this Agreement by reference is a formula to compute annual rate adjustments to the residential and commercial recycling rates based upon various cost factors.

## ***N. ADJUSTMENT OF COLLECTION RATES***

1. On or before April 30th of each year, CONTRACTOR may request an annual adjustment of the residential collection and recycling collection rates. Any such adjustment, if approved by the CITY COUNCIL, shall become effective on the first day of July of any year after the initial year of this Contract, and shall remain in effect for no less than a twelve (12) month period. Commercial rate adjustment applications may be submitted at any time during the year but not more frequently than once in any twelve (12) month period. Adjustments in residential rates shall be in accordance with the formula set forth in Schedule "B" to this Agreement.

2. Schedule "B" attached hereto provides for a pre-set formula to compute annual rate adjustments. The portion of the rate attributable to collection costs is broken down into various cost categories such as: labor, fuel, insurance and maintenance. A base amount will be set for each category. The initial amount established for each individual cost category will be deemed the "Base Line Costs".

3. Each cost category will be individually adjusted based on actual changes in that category. The adjusted collection rate, exclusive of disposal costs, will be computed by the summation of each cost category after it has been independently adjusted.

4. A separate "Base Line Disposal Costs" is established for the cost of disposing waste consisting of a blend of the tipping fees charged at the actual facilities (landfill and transfer station) utilized by CONTRACTOR for the disposal of CITY's waste. Disposal cost increases will be permitted with documented proof of the increase to the CITY in accordance with an automatic pass-through provision. Pass-through authority for commercial rates will be immediate, however, in the case of the residential rates, the pass-through adjustment must be timed to coincide with the one time annual

adjustment of the collection portion of the rate, due to the county tax assessors billing schedule. Further, the residential pass-through adjustment will be computed using the assumption of two (2) tons/unit per year in waste generation, less the amount of waste diverted thru recycling. The Adjusted Disposal Rate will be computed by adjusting the Base Line Disposal Costs to reflect actual cost increases.

5. The new total rate will be computed by adding together the Adjusted Collection Rate and the Adjusted Disposal Rate. Any surcharges which the CITY may pass from time to time will also be added to the total rate.

#### *O. COLLECTION EQUIPMENT*

1. CONTRACTOR Equipment. CONTRACTOR shall provide sufficient collection equipment to provide collection, transfer, and disposal services in accordance with the terms of this Agreement.

2. Trucks: Standards. Any truck used for the collection or transportation of waste matter shall be leakproof and equipped with a close-fitting cover which shall be affixed in a manner that will prevent spilling, dropping or blowing of any refuse upon the public right-of-way during collection or transportation.

3. Trucks: Maintenance. All trucks used for collection or transportation of refuse shall be maintained in a clean and sanitary condition, neatly and uniformly painted, and shall carry a shovel, broom and fire extinguisher.

4. Trucks: Inspection.

a. All trucks used for collection or transportation of refuse shall be made available for inspection at the discretion of the Chief Administrative Officer or his designee at any point of operation;

b. Upon payment of an inspection fee, a decal is to be issued annually by the CITY for each truck complying with the inspection, and shall be placed on each truck in a conspicuous place. This inspection fee shall be set by the City Council by Resolution as set forth in Exhibit "C" attached to this Agreement and incorporated herein by reference;

5. Trucks: Identification. Each truck used for collection or transportation of refuse shall have the CONTRACTOR's name, telephone number and truck number printed on each side of all trucks in letters not less than three inches high.

6. Trucks: Cleaning. All garbage-conveying trucks, tanks, containers, and other garbage receptacles shall be washed, cleaned and disinfected both on the inside and outside at least weekly, or more frequently if necessary to protect public health. The outside of all such trucks shall be kept free from refuse at all times.

7. Containers: Condition. The CONTRACTOR shall maintain in good repair and, as necessary, replace containers and bins furnished to customers.

8. Trucks: Noise. The noise level for the collection vehicles during the stationary compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle and at an elevation of five (5) feet from the horizontal base place of such vehicles.

#### *P. INDEMNIFICATION*

CONTRACTOR shall indemnify, defend and hold harmless the CITY, its officers, agents or employees, from and against any claims, losses, liability, damages, expense and costs, including attorneys' fees, attributable to or arising out of CONTRACTOR's performance of this Contract.

## *Q. PERFORMANCE BOND*

1. Upon execution of this Agreement CONTRACTOR shall not be required to provide a performance bond to secure the full, true and faithful performance of all the terms, obligations and condition of this Agreement. The CITY COUNCIL reserves the right to require CONTRACTOR to deliver to the CITY a good and sufficient Surety Bond to be approved by the CITY Attorney, to secure the full, true and faithful performance of this Agreement. The CITY COUNCIL upon passage of a Resolution to do so, may require CONTRACTOR to post a Performance Bond, but in no event shall the amount of the Performance Bond exceed the average of one (1) month's gross receipts from commercial and residential refuse collection in the CITY as averaged over the prior twelve (12) month reporting period of gross receipts.

2. Said Performance Bond, if required, shall not be subject to cancellation and shall be in full force and effect for the full term of one (1) year, and shall be renewed, or a new Bond furnished, subject to the approval of the CITY COUNCIL and the CITY Attorney as provided herein, not less than thirty (30) days before the expiration of the then existing Bond on file with the CITY. The CONTRACTOR, if required to do so, shall maintain on file with the CITY Clerk a good and sufficient faithful performance surety bond according to the requirements of this Section.

## *R. EXCLUSIVE FRANCHISE*

The CONTRACTOR shall have the sole right to pick up, gather and remove refuse generated by residences and commercial and industrial business firms within the CITY for the full term of this Agreement unless sooner terminated as herein provided. The CITY will not let any contract to, or enter any contact with any other person, firm or corporation for the performance of the services herein required to be

performed by CONTRACTOR, except as expressly otherwise herein provided, while this Agreement is in effect, and will adopt such ordinances as are necessary to enforce CONTRACTOR's exclusive franchise rights hereunder.

#### *S. ASSIGNMENT*

1. CONTRACTOR shall not assign, sell, subcontract or otherwise delegate authority to perform any portion of this Contract without the prior express written consent of CITY. In addition, CONTRACTOR may not transfer any right or privilege accruing to CONTRACTOR under the terms of this Agreement without prior express written consent of CITY. Upon any assignment duly authorized by the CITY, the assignee shall assume the liability of CONTRACTOR.

2. In the event of an assignment of the franchise from CONTRACTOR to another qualified company, the CITY will charge an assignment fee equal to two percent (2%) of the commercial gross receipts from any preceding twelve (12) month calendar period, which amount will not exceed Fifty Thousand Dollars (\$50,000.00) up to and during the primary term of this Agreement (July 1, 2000 through June 30, 2006), and will be payable in two (2) equal installments on the twelve (12) month and eighteen (18) month anniversaries of the assignment. CONTRACTOR will also be responsible to reimburse the CITY for any costs incurred in connection with the evaluation of qualification of prospective companies to receive an assignment of the Franchise, which reimbursement shall not exceed an amount equal to one-half (1/2) of one percent (1%) of the commercial gross receipts from the preceding twelve (12) month calendar period.

***T. WRITTEN NOTICE***

All notices required or provided for under this Contract shall be in writing and shall be delivered in person or by certified mail, postage prepaid, addressed to the parties as follows:

**CITY:** CHIEF ADMINISTRATIVE OFFICER  
City of Bell, City Hall  
6330 Pine Avenue  
Bell, CA 90201-1291

**CONTRACTOR:** Consolidated Disposal Service, Inc.  
Attn: John A. Telesio, President  
12949 Telegraph Road  
Santa Fe Springs, CA 90670

Any notice so delivered shall be effective upon the date of personal delivery or, for mailing, on the date of delivery or attempted delivery as shown on the U.S. Postal Service return receipt. Any party may change its address for Notice by giving ten (10) days' written notice of such change.

***U. EQUAL OPPORTUNITY EMPLOYMENT***

In providing refuse service for the CITY, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or physical handicap.

1. The CONTRACTOR shall take affirmative action to ensure such nondiscrimination.

2. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

3. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or for CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin or physical handicap.

#### *V. RIGHTS RESERVED TO THE CITY*

1. At all reasonable times, CONTRACTOR shall permit the CITY's authorized representatives to examine all property of CONTRACTOR relating to the performance of the Agreement, and to examine and transcribe any records kept or maintained by CONTRACTOR under his control that pertain to this Agreement.

2. Neither this Agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental right or power of the CITY.

3. The CITY COUNCIL may do all things that are necessary and convenient in the exercise of its jurisdiction under this Agreement.

4. The CHIEF ADMINISTRATIVE OFFICER is authorized and empowered to adjust, settle, or compromise any controversy or charge arising from the operations of CONTRACTOR under this Agreement, either for the CITY, CONTRACTOR, or any customer in the best interest of the public. Either CONTRACTOR, or any member of the public, who may be dissatisfied with any decision of the CHIEF ADMINISTRATIVE OFFICER, may appeal the matter to the CITY COUNCIL for hearing and determination. The CITY COUNCIL may accept,

reject, or modify the decision of the CITY Manager, and the CITY COUNCIL may adjust, settle, or compromise any controversy or cancel any charge arising from the operations of CONTRACTOR.

#### *W. COMPLIANCE WITH CIWMA*

1. CONTRACTOR will assist CITY in meeting the requirements of the CIWMA. CONTRACTOR will develop and conduct short term recycling activities through its subsidiary DayBreak Recycling Systems or other affiliated companies to assist the CITY in meeting the twenty-five percent (25%) waste diversion requirements by 1995.

#### *X. LEGAL REQUIREMENTS AND MISCELLANEOUS PROVISIONS*

The CONTRACTOR shall obtain all permits and licenses required by the CITY, County, State and Federal Governments. The CONTRACTOR shall fulfill all reporting requirements to these agencies.

1. CONTRACTOR shall comply with all laws, ordinances, rules and regulations of the State, County, city and all political subdivisions thereof having jurisdiction over work done or to be done under this Agreement. CONTRACTOR must conform to and abide by all ordinances of the CITY and of the County and of cities through which waste and recyclables are to be hauled or in which such waste or recyclables may be sold or stored.

2. The provisions of the City of Bell Municipal Code relating to refuse collection and disposal are hereby incorporated into and made a part of this Agreement, and whenever the provisions of the Code conflict with the terms of this Agreement, the terms of said Code shall supersede the provisions of the Agreement.

3. Time shall be of the essence of this Agreement. The CONTRACTOR shall not be relieved of his obligation to comply promptly with any provision of this Agreement by any failure of the CITY to enforce prompt compliance.

4. This Agreement shall be binding on, and accrue to the benefit of the heirs, executors, assigns and successors in interest of the parties hereto, subject to the provisions of Section R. above.

5. In the event territory is annexed to the CITY, and if for the three (3) years immediately before such annexation, refuse collection services were provided by a refuse collector authorized to perform such services by the local agency having jurisdiction over such territory before annexation, then such authorized refuse collector may continue to provide refuse collection service in the territory for up to five (5) years from the date of annexation. Under such circumstances, the annexed territory shall not be deemed part of the CITY under this Agreement during the five (5) year period. If the refuse collector authorized to perform such collection services before annexation is CONTRACTOR, then such territory may immediately become a part of the CITY for purposes of this Agreement.

6. Should litigation including arbitration be reasonably required to enforce any of the provisions of this Agreement, the prevailing party in such litigation shall be entitled to receive an award of the attorney's fees in such amount as may be set in the discretion of the court or arbitrator. The provisions of this paragraph shall survive the termination of this Agreement.

#### *Y. SEVERABILITY*

If any section, subsection, sentence, clause or phrase of the Agreement is for any reason held illegal, invalid or unconstitutional by the decision of any court of

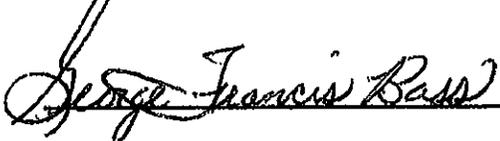
competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

**Z. REPORTS REQUIRED**

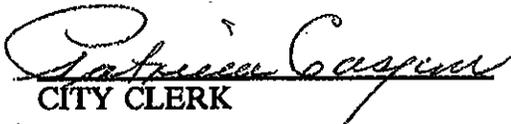
The CONTRACTOR shall provide the CHIEF ADMINISTRATIVE OFFICER, at the times and in the form prescribed by the CHIEF ADMINISTRATIVE OFFICER, such reports with respect to the CONTRACTOR's operations as may be reasonably necessary or appropriate to the performance of any of the rights, functions or duties of the CITY in connection with this Agreement. In addition, a report shall be submitted in a form satisfactory to the CITY, as to the CITY's progress in meeting and maintaining its ability to meet its goals under AB 939 as applied to the Franchise Area, along with any recommended changes.

IN WITNESS WHEREOF, the Parties hereto have executed this Franchise Agreement on the date first above written.

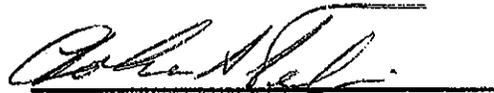
CITY OF BELL



ATTEST:

  
CITY CLERK

CONSOLIDATED DISPOSAL SERVICE, INC.

  
JOHN A. TELESIO, President

# SCHEDULE A

## Rate Schedule

### Monthly Residential Rates:

Single Family Dwelling:	\$9.80/unit
Senior Citizen:	\$5.15/unit
Curbside Recycling Fee:	\$1.85/unit

### Monthly Residential Bin Rates:

	<u>1 Yard</u>	<u>2 Yard</u>	<u>3 Yard</u>
1xWK	\$ 52.79	\$ 66.04	\$ 79.19
2xWK	87.99	110.01	123.21
3xWK		154.04	167.27
4xWK		197.81	211.28
5xWK		242.02	255.27
6xWK		286.05	299.75

### **TEMPORARY RESIDENTIAL BIN RATES:**

(Seven day use limit or one dump, whichever is first)

Basic Charge. . . . . \$ 85.00 (Includes \$60.00 delivery and pick-up charge and \$25.00 for one dump. Extra dumps \$25.00 per load).

### **ROLL-OFF BOXES: (per load)**

10-20-40 Yd. . . . . \$285.00 (\$30.00 per ton over 7 tons)  
(Seven day use limit)

### **Commercial Rates:**

A Commercial Rate Schedule will be negotiated at such time as CDS becomes the exclusive City-wide hauler.

## SCHEDULE B

### Rate Adjustment Formula

**Formula**

Rate Adjustments will be computed by applying the following formula:

$$\text{New Total Rate} = \text{Adjusted Disposal Cost} + \text{Adjusted Collection Cost}$$

**Adjusted Collection Cost Computation**

The Collection Base Line Cost will be adjusted by applying the actual percentage Increase experienced for each cost category as identified in the table below. The adjusted cost categories are then summed to compute the adjusted collection cost.

Cost Category	Cost		Increase Factor		
Direct Labor	\$2.44	x	1+%INC	=	ADJ Direct Labor
Equipment	\$1.17	x	1+%INC	=	ADJ Equipment
Insurance	\$0.44	x	1+%INC	=	ADJ Insurance
Administration	\$1.30	x	1+%INC	=	ADJ Administration
Margin	\$0.98	x	1+%INC	=	ADJ Margin
Base Line Cost	\$6.33				ADJ Collection Cost

**Adjusted Disposal Cost Computation**

The disposal base line cost will be adjusted by the actual percentage increase experienced at the disposal facilities by the use of the following formula:

$$\text{Adjusted Disposal Cost} = \text{Disposal Base Line Cost} \times (1 + T\%INC)$$

Facility	%Tons		%INC		W%INC
Facility #1	%Tons	x	%INC	=	W%INC
Facility #2	%Tons	x	%INC	=	W%INC
Weighted Increase					T%INC

**Base Line Costs**

Initial Base Line Costs are as follows:

Collection	6.33
Disposal	3.47
Initial Rate	<u>\$9.80</u>

**Definitions**

%INC = Percentage Increase

ADJ = Adjusted

%Tons = Percentage Tons

W%INC = Weighted Percentage Increase

T%INC = Total Percentage Increase

**RESOLUTION NO. 95-03****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL  
ESTABLISHING A REFUSE TRUCK INSPECTION FEE IN  
ACCORDANCE WITH THE BELL MUNICIPAL CODE ARTICLE III,  
CHAPTER 9, DIVISION 4, SECTION 3908.115**

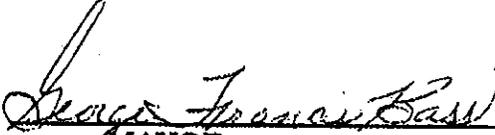
WHEREAS, The Bell City Council enacted portions of the Bell Municipal Code which established standards and specifications for the collection and disposal of refuse; and

WHEREAS, Article III, Chapter 9, Division 4, Section 3908.115 Truck Inspection of the Bell Municipal Code provides that the City Council by resolution shall determine a refuse truck inspection fee.

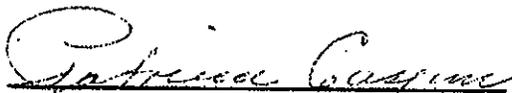
NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF BELL DOES HEREBY RESOLVE THE FOLLOWING:

1. Truck Inspection Fee--All trucks used for collection or transportation of refuse shall paid for an annual inspection fee in the amount of fifty dollars (\$50.00).

PASSED, APPROVED AND ADOPTED this 17 day of January, 1995.

  
MAYOR

ATTEST:

  
CITY CLERK

## **FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT**

This **FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT** (the "First Amendment") is made and entered into as of this 5<sup>th</sup> day of October, 1998, by and between Consolidated Disposal Services, LLC., a wholly owned subsidiary of Republic Services, Inc. ("Contractor"), and the CITY OF BELL, CALIFORNIA, a municipal corporation ("City").

### **RECITALS**

WHEREAS, City and Contractor entered into that certain Exclusive Refuse Collection and Recycling Franchise Agreement effective January 18, 1995 (the "Agreement"), which granted Contractor an exclusive franchise for the collection, transportation, removal, and/or disposal of all solid waste generated within the City and for the conduct of a curbside recycling program; and

WHEREAS, the Agreement provides for a preliminary term which terminates on June 30, 2000; and

WHEREAS, Contractor has proposed a 4-year rate stabilization program which is projected to result in savings to residential collection services over the stated period in consideration of a \$1.25 Million capital equipment investment by Contractor; and

WHEREAS, the City and Contractor desire to amend the existing Agreement by entering into this First Amendment.

NOW, THEREFORE, based on the foregoing recitals and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, City and Contractor hereby agree as follows:

1. Section A of the Agreement is hereby amended to add the following terms:
  - a. "Amended preliminary term" shall mean the extension of the initial term of the Agreement as provided hereinbelow in Section 2.

b. "Base Rate" shall mean curbside or alley pickup of all refuse, recyclable waste materials and yard waste in accordance with the applicable provisions of Section C. and Section G. of the Agreement.

c. "Claim" shall mean any claims, losses, liability, damages, expenses and costs, including attorneys' fees, attributable to or arising out of Contractor's performance of the Agreement.

d. "Yard waste" shall mean any yard or wood waste which is not a hazardous waste. This includes, but is not limited to lawn trimmings, pruned branches of trees, and fallen or green leaves but shall specifically exclude palm fronds, yucca plants and cacti.

2. The "preliminary term" as provided in Section H of the Agreement is hereby amended and extended to June 30, 2003 (the amended preliminary term). The "primary term" shall therefore commence on July 1, 2003.

3. The Monthly Residential Rates as provided in Schedule A of the Agreement are amended as follows:

a. During the amended preliminary term, the Monthly Residential Rates as provided in Schedule A of the Agreement are hereby deleted and Contractor shall provide residential collection services in each fiscal year (the twelve month period commencing on July 1 of a calendar year and ending on June 30 of the next calendar year) in accordance with the following rates:

	<u>Base Rate</u>	<u>Fiscal Year</u>
Single Family Dwelling:	No Increase	1998-1999
	\$11.75/unit	1999-2000
	\$12.00/unit	2000-2001
	\$12.26/unit	2001-2002
	\$12.53/unit	2002-2003

The parties expressly acknowledge and agree that the City's monthly payment to Contractor pursuant to Section I of the Agreement in each fiscal year shall be based on the determination of the number of housing units served as provided in the engineer's report utilized by the City for its refuse collection assessment in that fiscal year, which in fiscal year 1998-1999 is 5,899 housing units.

b. During the period of the amended preliminary term, Contractor shall not be entitled to submit a request for an annual residential rate adjustment as provided in Section N of the Agreement. Schedule B to the Agreement is hereby deleted in its entirety.

c. One hundred eighty (180) days prior to the expiration of the amended preliminary term, the parties hereto agree and covenant to determine a mutually acceptable rate adjustment formula to be applied to the then existing Base Rate for each year of the primary term upon request of Contractor pursuant to Section N of the Agreement. In the event the parties are unable to reach agreement on a mutually acceptable formula, the parties agree to enter into non-binding arbitration of the matter. Such arbitration shall be conducted pursuant to California Code of Civil Procedure section 1280 et seq., except as otherwise provided herein.

(1) The arbitration hearing shall be scheduled and heard within forty-five (45) days from the date of selection of the neutral arbitrator, or within such other time period as may be agreed upon by the parties.

(2) The arbitration shall be conducted in Los Angeles County, California by a single neutral arbitrator.

(3) A "neutral arbitrator" shall mean an arbitrator who is (i) selected jointly by the parties or by the arbitrators selected by the parties or (ii) appointed by the court when the parties or the arbitrators selected by the parties fail to select an arbitrator.

(4) Each party to the arbitration has the right to be represented by an attorney at any proceeding or hearing in arbitration.

(5) Each party to the arbitration shall pay a pro rata share of the expenses and fees of the neutral arbitrator, together with other expense of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness fees or other expenses incurred by a party for its own benefit.

(6) Any party to the hearing may issue a request to compel reasonable document production from any other party. Disputes concerning the scope of document production and enforcement of document requests shall be subject to agreement by the parties, or if agreement is not reached within twenty (20) days of that document request, then by disposition by order of the neutral arbitrator. Any such document request shall be subject to the propriety right and rights of privilege of the parties, and

the neutral arbitrator shall adopt procedures to protect such rights. Except as may be otherwise specifically agreed by the parties, no other form of pretrial discovery shall be available to the parties; provided that if either party notifies the neutral arbitrator that a material violation of the franchise or rights in connection therewith is claimed by either party, the provisions of Code of Civil Procedure Section 1283.05 shall apply.

(7) Neither party may communicate separately with the neutral arbitrator after the neutral arbitrator has been selected. All subsequent communications between a party and the neutral arbitrator shall be simultaneously delivered to the other party. This provision shall not apply to communications made to schedule a hearing or request a continuance.

(8) Any party to a hearing may petition the Superior Court in Los Angeles County, California to confirm, correct, or vacate the award. Any proceedings on appeal shall be in accordance with Code of Civil Procedures § 1294 and 1294.2.

4. In consideration of the stabilized rate structure as provided in Section 3 above, Contractor hereby agrees and covenants to invest \$1.25 Million in new equipment to meet their obligations under Section O of the Agreement to provide sufficient collection equipment to perform services in accordance with the terms of the Agreement.

5. Pursuant to Section E.1 of the Agreement, Contractor shall substitute 96-gallon capacity containers for refuse and provide new 35-gallon capacity containers for yard waste to each residential customer.

6. Pursuant to Section G.1 of the Agreement, Contractor shall substitute a 64-gallon capacity container for all recyclables to each residential customer.

7. City's payment to Contractor pursuant to Section I is hereby amended as follows:

a. On or before November 15, 1998, City shall pay to Contractor the total sum of Four Hundred Twenty-two Thousand Two Hundred Seventy-nine and 92/100's Dollars (\$422,279.92) as City's contribution to reimburse Contractor for its costs to provide new and/or increased-capacity containers.

b. On or before January 15, 1999, City shall pay to Contractor the total sum of Twenty-nine Thousand Four Hundred Ninety-five Dollars (\$29,495.00) to

perform a community-wide introduction to an information program pertaining to service level enhancements.

8. On or before February 15, 1999, City shall pay to Contractor the total sum of Eighty-eight Thousand Four Hundred Three and 39/100's Dollars (\$88,403.39) in consideration for Contractor providing refuse collection services to residential customers at the established and fixed Base Rate in each fiscal year as provided in Section 3 above.

9. Section P of the Agreement is hereby amended to add the following indemnity provisions:

a. Environmental Indemnity

Contractor shall indemnify, defend with counsel reasonably approved by City, and hold harmless City, its officers, agents, and employees from and against any Claims arising from or attributable to any violation of any environmental law which occurs as a direct result of Contractor's negligent or willful acts or omissions between the time that Contractor picks up any materials as required under the Agreement and the time that those materials are deposited by Contractor in a properly permitted disposal site unless such Claim is due to the negligent or willful acts or omissions of City or any of its officers, agents or employees.

b. AB939 Indemnity

Contractor shall protect, defend, indemnify, and hold harmless City against any fines or penalties imposed by the California Integrated Waste Management Board or its successor due to the failure of City to divert from landfills at least twenty five percent (25%) of the refuse, recyclable materials, and yard waste attributable to it until December 31, 1999, or fifty percent (50%) of such refuse, recyclable materials, and yard waste thereafter, or such lesser percentage equal to the landfill diversion goals imposed on local governments by the California Integrated Waste Management Act of 1989 ("AB 939", or the "Act") as it may be amended from time to time.

The parties hereto agree to cooperate in good faith in the potential formation of a joint powers authority with the cities of Maywood and Cudahy for the sole purpose of reporting diversion of refuse, recyclable materials and yard waste in accordance with the requirements of AB 939. Nothing in this subsection shall be deemed nor construed

to restrict the City's exercise of any power or discretion including but not limited to, the selection, retention or administration of its refuse collection and recycling services.

10. Except as expressly amended by this First Amendment, each and every provision of the Agreement shall remain in full force and effect. All capitalized terms not specifically defined herein, shall have the meanings ascribed to them in the Agreement.

11. The parties each represent and warrant to the other that it has the legal power and authority to enter into this First Amendment and to consummate the terms and provisions herein; the individual(s) executing this First Amendment on behalf of each party has the legal power, right and actual authority to bind such party to the terms and conditions hereof, without obtaining the consent of any third party; as of the date hereof, all requisite action (corporate, partnership, governmental or otherwise) has been taken by each party in connection with entering into this First Amendment; and this Agreement is and shall be a valid, legally binding obligation of and enforceable against each party in accordance with its terms.

12. If any term or provision of this First Amendment shall be determined to be invalid and unenforceable to any extent, the remainder of this First Amendment shall not be affected thereby, and each remaining term and provision of this First Amendment shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first above written.

"City"  
CITY OF BELL, CALIFORNIA, a  
municipal corporation

"Contractor"  
CONSOLIDATED DISPOSAL  
SERVICE, LLC

By: *Ray Johnson*  
Print Name: *Ray Johnson*  
Title: *MAYOR*

By: *[Signature]*  
Print Name: *DAVE AULT*  
Title: *CHAIRMAN*

Attest:  
City Clerk

Approved as to Form:  
City Attorney

By: *Patricia Gayne*

By: *[Signature]*

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
5436	01/27/11	110112	VOID VOID-TEST PRINT	0.00
5437	01/27/11	110112	VOID VOID-TEST PRINT	0.00
5438	01/27/11	110112	US BANK TRUSTEE FEES-11/1/10-10/31/11	2,200.00
TOTAL	3 CHECKS			2,200.00
*W0000539	12/22/10	110113	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT FOR 12/24/10	2,475.75
TOTAL	1 WIRES			2,475.75
TOTAL				4,675.75

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1231	12/15/10	110121	VOID VOID-TEST PRINT	0.00
1232	12/15/10	110121	THE GAS COMPANY GAS BILLING-10/21-11/19/10 6633 PINE AVE- LAUNDRY GAS BILLING-10/21-11/19/10 4209 BELL AVE	26.66
1233	12/15/10	110121	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-10/14-11/15 6633 PINE AVE	41.43
1237	12/23/10	110121	THE GAS COMPANY GAS BILLING-11/1-12/2/10 6304 KING AVE-LAUNDRY	17.35
1247	01/24/11	110121	VOID VOID-TEST PRINT	0.00
1248	01/24/11	110121	VOID VOID-TEST PRINT	0.00
1249	01/24/11	110121	VOID VOID-TEST PRINT	0.00
1250	01/24/11	110121	THE GAS COMPANY GAS BILLING-11/19/10-12/22/10 6633 PINE AVE-LAUNDRY GAS BILLING-11/19/10-12/22/10 4209 BELL AVE	45.10
1251	01/24/11	110121	GOLDEN STATE WATER COMPANY WATER BILLING-10/19-12/20/10 6327 PINE AVE WATER BILLING-10/8-12/08/10 6419 PROSPECT AVE WATER BILLING-11/09/10-1/11/11 6712-18 OTIS AVE WATER BILLING-11/09/10-1/11/11 4207 BELL AVE	1,833.11
1252	01/24/11	110121	MAYWOOD MUTUAL WATER CO WATER BILLING-10/16-12/15/10 6304 KING AVE	130.85
1253	01/24/11	110121	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-11/19-12/20 6304 KING AVE	17.98
1254	01/24/11	110121	TRACT 180 WATER COMPANY WATER BILLING-11/1-12/31/10 4738 FLORENCE AVE	18.01

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
* 1261	01/27/11	110122	VOID VOID-TEST PRINT	0.00
1262	01/27/11	110122	VOID VOID-TEST PRINT	0.00
1263	01/27/11	110122	J. CASTILLO/HANDYMAN MAINT SVCS-6633 PINE AVE "E" REPAIR/FIXED CLOSED SHELFs MAINT SVCS-6304 KING AVE "C" REPLACED LIVING ROOM WINDOW MAINT SVCS-6624 FLORA AVE "A" UNCLOGGED DRAIN MAINT SVCS-6624 FLORA AVE "D" REPLACED FAUCET/REPAIRED DOOR MAINT SVCS-6624 FLORA AVE "F" REPAIRED FURNACE MAINT SVCS-6500 LUCILLE AVE SMOG DETECTOR INST, FAUCET LEAK CLOSED DOOR REPAIR MAINT SVCS-6714 OTIS AVE REPAINTED BATHROOM/REPAIRED DIVERTERS MAINT SVCS-6525 PINE AVE REPLACED WATER HEATER	1,498.80
1264	01/27/11	110122	MCCULLAH FENCE CO GARDENING SVCS-11/1-30/10 GARDENING SVCS-12/1-31/10	3,481.25
TOTAL	16 CHECKS			7,110.54

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1230	12/15/10	110131	THE GAS COMPANY GAS BILLING NOV '10--MULTIPLE FACILITIES--BELL MOBILE MM PK	735.83
1234	12/16/10	110131	THE GAS COMPANY GAS BILLING--10/20-11/19/10 VARIOUS LOCATIONS	1,615.82
1235	12/23/10	110131	VOID VOID--TEST PRINT	0.00
1236	12/23/10	110131	VOID VOID--TEST PRINT	0.00
1238	12/23/10	110131	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS--DEC '10 FLORENCE MHP--5162 FLORENCE WASTE/RECYCLING SVCS--DEC '10 FLORENCE MHP--5246 FLORENCE	3,184.72
1239	12/23/10	110131	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING--10/29-12/1 5162 FLORENCE--MHP	1,521.03
1240	12/23/10	110131	TIME WARNER CABLE CABLE BILLING--12/25-1/24/10 5246 FLORENCE AVE--REC ROOM	192.29
1241	01/14/11	110131	VOID VOID	0.00
1242	01/14/11	110131	RODOLFO G. & JUANITA DAVILA MANAGEMENT SVCS--DEC '10 FLORENCE VILLAGE MHP	5,400.00
1243	01/14/11	110131	VOID VOID--TEST PRINT	0.00
1244	01/14/11	110131	CONSOLIDATED DISPOSAL WASTE/RECYCLING SVCS--DEC '10 BMHP	2,786.66
1245	01/14/11	110131	GOLDEN STATE WATER COMPANY WATER BILLING--10/21-12/21/10 4874 GAGE AVE/ACCT#307938-1 WATER BILLING--10/21-11/22/10 4874 GAGE AVE/ACCT#307939-9 WATER BILLING--11/22-12/21/10 4874 GAGE AVENUE/ACCT#307938-1	9,754.01
1246	01/14/11	110131	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING--10/29-12/10 5246 FLORENCE AVE	5,843.92

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
* 1255	01/24/11	110131	THE GAS COMPANY GAS BILLING-11/19-12/22/10 5246 FLORENCE AVE GAS BILLING-11/19-12/22/10 5162 FLORENCE AVE	1,880.44
1256	01/24/11	110131	GOLDEN STATE WATER COMPANY WATER BILLING-11/22-12/21/10 4874 GAGE AVE- BMHP	188.44
1257	01/24/11	110131	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-12/1-31/10 5162 FLORENCE AVE	1,745.00
1258	01/24/11	110131	TIME WARNER CABLE CABLE BILLING-1/25-2/24/11 5246 FLORENCE AVE	192.63
1259	01/24/11	110131	AT&T TELEPHONE BILLING-11/4-12/3/10 FLORENCE VILLAGE TELEPHONE BILLING-12/4-1/3/11 FLORENCE VILLAGE	272.36
1260	01/24/11	110131	AT&T TELEPHONE BILLING-11/4-12/3/10 BELL MHP TELEPHONE BILLING-12/4-1/3/11 BELL MHP	264.71
1265	01/27/11	110132	ANDRES AGUILAR REFUND-CLUBHOUSE DEPOSIT	100.00
1266	01/27/11	110132	JOSE G. CRUZ REFUND-CLUBHOUSE DEPOSIT	100.00
1267	01/27/11	110132	RODOLFO G. & JUANITA DAVILA MANAGEMENT SVCS-JAN'11 FLORENCE VILLAGE MHP	5,400.00
1268	01/27/11	110132	FIRST CHOICE MISC SUPPLIES-FLORENCE VILLAGE MISC SUPPLIES-BMHP MISC SUPPLIES-FLORENCE VILLAGE MISC SUPPLIES-FLORENCE VILLAGE MISC SUPPLIES-FLORENCE VILLAGE MISC SUPPLIES-BMHP MISC SUPPLIES-F.V.	473.47
1269	01/27/11	110132	G.T. CONSTRUCTION & LANDSCAPING GARDENING SVCS-NOV'10 GARDENING SERVICE-NOV'10 GARDENING SERVICE-DEC'10 BELL MOBILE HOME PARK	5,920.00

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			GARDENING SERVICE DEC '10 FLORENCE VILLAGE #1 & #2	
1270	01/27/11	110132	MARIA GARCIA REFUND-CLUBHOUSE RESERVATION	100.00
1271	01/27/11	110132	JAI ME MORA LEPE JANITORIAL SVCS-DEC '10 BMHP/FV	1,080.00
1272	01/27/11	110132	LOS ANGELES COUNTY TREASURER DEVICE REGISTRATION-BMHP DEVICE REGISTRATION-F.VILLAGE	2,312.00
1273	01/27/11	110132	LOS ANGELES TIMES NEWSPAPER SUBSCRIPTION-BMHP	30.60
1274	01/27/11	110132	JAVIER RAMIREZ QUINONEZ REFUND-CLUBHOUSE DEPOSIT	100.00
1275	01/27/11	110132	RELIA-TECH COMPUTER SUPPLIES-BMHP	1,342.82
1276	01/27/11	110132	TENANT SCREENING CENTER DISCOUNT PRICING ANNUAL FEE	20.00
1277	01/27/11	110132	WELLS LOCK & KEY SERVICE CALL-F.V. 3 KEYS	61.00
TOTAL		32 CHECKS		52,617.75

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# City Of Bell Staff Report

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DATE: January 27, 2011  
TO: Mayor and Members of the City Council  
FROM: Pedro Carrillo, Interim Chief Administrative Officer  
SUBJECT: Consideration of amendment to Exclusive Sale & Lease Listing Agreement with Xebec Development Company

## **BACKGROUND:**

On January 15, 2010, former Chief Administrative Officer Robert Rizzo entered into an Exclusive Sales and Lease Listing Agreement with Xebec Development Company, a California licensed real estate broker for the marketing and sale of the approximate 25.4 acre "former GSA" property (the "Property"). The initial agreement recently expired on January 15, 2011. For the past year, Xebec has marketed the Property and has been working with staff in our negotiations with Dexia Bank on payment of the \$35 million bond.

A draft of Amendment No. 1 is attached for your consideration.

## **RECOMMENDATION**

It is recommended that the City Council approve the agreement and authorize the Interim CAO to execute on behalf of the City.

1579712.2

AMENDMENT NO. 2 TO EXCLUSIVE SALE AND LEASE LISTING AGREEMENT

This AMENDMENT NO. 2 TO EXCLUSIVE SALE AND LEASE LISTING AGREEMENT (the "Amendment") for reference purposes dated as of December \_\_, 2010, is made between XEBEC DEVELOPMENT COMPANY ("Broker") and THE CITY OF BELL ("Owner"), with reference to the following facts:

A. Broker and Owner executed that certain Exclusive Sale and Lease Listing Agreement for the term commencing January 15, 2010 and that certain Amendment No.1 To Exclusive Sale and Listing Agreement dated April 13, 2010 (collectively, the "Agreement"). All capitalized terms not defined in this Amendment shall have the meaning ascribed to them in the Agreement.

B. The parties wish to extend the Term to allow Broker to continue its marketing efforts.

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

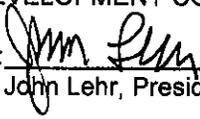
1. Term. The Term of the Agreement shall end on midnight January 15, 2012.
2. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.
3. Further Documents. The parties hereto agree to perform any and all acts and execute and deliver any and all documents that are, or may become, necessary or convenient or may be reasonably required to effectuate and carry out the provisions of this Amendment.
4. Authority/Counterparts. All parties covenant that they possess all necessary capacity and authority to sign and enter this Amendment. All individuals signing this Amendment for a party, who is a corporation, a partnership, or other legal entity, or signing pursuant to a power of attorney or in any other legal capacity, covenant that they have the necessary capacity and authority to act for, sign, and bind the respective entity or principal on whose behalf they are signing. This Amendment may be signed in multiple counterparts and by different parties in separate counterparts. Each counterpart shall be deemed an original Amendment and all of them together shall constitute one Amendment, among all of the parties signing the counterparts. Signed copies of this Agreement exchanged by facsimile transmission or electronic portable document format (pdf) signatures via email shall be binding as if the same were an original signature.
5. No Other Amendments. Except as expressly amended or modified by this Amendment, the Agreement continues in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first hereinabove written.

THE CITY OF BELL

XEBEC DEVELOPMENT COMPANY

By: \_\_\_\_\_  
Pedro Carrillo, Interim Chief Administrative Officer

By:   
John Lehr, President

**EXCLUSIVE SALES AND LEASE LISTING AGREEMENT**

**XEBEC DEVELOPMENT COMPANY,  
LICENSED REAL ESTATE BROKER**

1. In consideration of the listing for sale of the real property hereinafter described (the "Property") by XEBEC DEVELOPMENT COMPANY, ~~INC.~~ ("Broker"), and Broker's agreement to use its efforts to effect a sale and/or lease of same, the undersigned ("Owner") hereby grants to Broker the exclusive right to sell the Property for a period of twelve (12) months commencing January 15, 2010, and ending midnight January 15, 2011 (the "Term"), at a price of TBD or a lease rate of TBD, upon the following terms: as acceptable to Owner.

The Property is situated in the City of Bell, County of Los Angeles, State of California, and is further described as an approximate 25.4 gross acre land area, parcel # 6332-002-950, 6332-002-952, 6332-002-948, 6332-002-946, 6332-002-945, and 6332-002-949.

References herein to the Property shall be understood to include portions of the Property.

2. Owner agrees to pay Broker a sales commission in accordance with Broker's Schedule of Sale and Lease Commissions (the "Schedule"), a copy of which is executed by Owner, attached hereto and hereby made a part hereof. This commission shall be earned for services rendered if, during the Term: (a) the Property is sold to a purchaser procured by Broker, Owner or anyone else; (b) a purchaser is procured by Broker, Owner, or anyone else who is ready, willing and able to purchase the Property at the price and on the terms above stated, or on any other price and terms agreeable to Owner; (c) any contract for the sale of the Property is entered into by Owner; (d) Owner removes the Property from the market or the Property is transferred due to eminent domain or the threat thereof, foreclosure, or conveyance in lieu of foreclosure; (e) Owner contributes or conveys the Property to a partnership, joint venture or other business entity; (f) Owner is a corporation, partnership or other business entity and an interest in such corporation, partnership or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property. Broker is authorized to cooperate with and to share its commission with other licensed real estate brokers, regardless of whether said brokers represent prospective purchasers or act as Broker's subagents.

3. As used in this Agreement, the term "sale" shall include an exchange of the Property, and also the granting of an option to purchase the Property. Owner agrees that in the event such an option is granted, Owner shall pay Broker a sales commission in accordance with the Schedule on the price paid for the option and for any extensions thereof. This commission shall be paid upon receipt by Owner of any such payment(s), in the event such an option is exercised, whether during the Term or thereafter, Owner shall also pay Broker a sales commission on the gross sales price of the Property in accordance with the Schedule. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof is applied to the sales price of the Property, then any commission previously paid by Owner to Broker on account of such option payments shall be credited against the commission payable to Broker on account of the exercise of the option.

4. Owner further agrees that Owner shall pay Broker a commission in accordance with the Schedule if, within one hundred twenty (120) calendar days after the expiration or termination of the Term, the Property is sold to, or Owner enters into a contract of sale of the Property with, or negotiations continue, resume or commence and thereafter continue leading to a sale of the Property to any person or entity (including his/her/its successors, assigns or affiliates) with whom Broker has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term. Broker is authorized to continue negotiations with such persons or entities. Broker agrees to submit a list of such persons or entities to Owner no later than thirty (30) calendar days following the expiration or termination of the Term, provided, however, that if a written offer has been submitted then it shall not be necessary to include the offeror's name on the list.

5. OWNER FURTHER AGREES THAT (a) IF A LEASE OF THE PROPERTY IS ENTERED INTO DURING THE TERM TO ANYONE, OR (b) IF, WITHIN ONE HUNDRED TWENTY (120) CALENDAR DAYS AFTER THE EXPIRATION OR TERMINATION OF THE TERM, THE PROPERTY IS LEASED TO, OR OWNER ENTERS INTO A CONTRACT TO LEASE THE PROPERTY WITH, OR NEGOTIATIONS CONTINUE, RESUME OR COMMENCE AND THEREAFTER CONTINUE LEADING TO THE LEASE OF THE PROPERTY TO ANY PERSON OR ENTITY AS DESCRIBED IN PARAGRAPH 4 ABOVE, OWNER SHALL PAY BROKER A LEASING COMMISSION IN ACCORDANCE WITH THE SCHEDULE.

6. Commissions shall be payable hereunder when earned or at the earliest of closing, close of escrow, recordation of a deed, lease execution, or taking of possession by the purchaser or tenant.

7. Unless otherwise provided herein, the terms of sale shall be, at the option of the purchaser, either cash or cash to any existing loan. Any offer may contain normal and customary contingencies such as those relating to the condition of the Property, title report, and timing of closing.

8. Owner and Broker agree that the Property will be offered in compliance with all applicable anti-discrimination laws.

9. Owner agrees to cooperate with Broker in bringing about a sale or lease of the Property and to refer immediately to Broker all inquiries of anyone interested in the Property. All negotiations are to be through Broker. Broker is authorized to accept a deposit from any prospective purchaser or tenant and to handle it in accordance with the instructions of the parties unless contrary to applicable law. Broker is exclusively authorized to advertise the Property and, exclusively, to place a sign(s) on the Property if, in Broker's opinion, such would facilitate the sale or lease of the Property. Owner and its counsel will be responsible for determining the legal sufficiency of a purchase and sale agreement, lease and all other documents relating to any transaction contemplated by this Agreement.

10. In the event the Property is removed from the market due to the opening of an escrow or acceptance of an offer to purchase the Property during the Term, or any extension thereof, and the sale is not consummated for any reason then, in that event, the Term shall be extended for a period of time equal to the number of days that the escrow had been opened and/or the Property had been removed from the market, whichever is longer, provided that, in no event shall such extension(s) exceed one hundred eighty (180) calendar days in the aggregate.

11. Owner agrees to disclose to Broker and to prospective purchasers and tenants any and all information which Owner has regarding litigation, present and future zoning and environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks, in, on, or about the Property, as well as whether the Property is or may be situated in a flood zone or an Earthquake Fault Zone and/or a Seismic Hazard Zone, as defined in Sections 2621 et seq. and 2690 et seq. of the California Public Resources Code. Broker is authorized to disclose any such information to prospective purchasers or tenants.

12. Owner represents that it is the owner of the Property and that, except as may be set forth in an addendum attached hereto, no person or entity who has an ownership interest in the Property is a foreign person as defined in the Foreign Investment in Real Property Tax Act (commonly known as "FIRPTA").

13. If earnest money or similar deposits made by a prospective purchaser or tenant are forfeited in addition to any other rights of Broker pursuant to this Agreement, Broker shall be entitled to one-half (1/2) thereof, but not to exceed the total amount of the anticipated commission.

14. To the extent permitted by applicable law, Broker is authorized to deduct its commissions from any deposits, payments or other funds, including proceeds of sale or rental payments, paid by a purchaser or tenant in connection with a transaction contemplated by this Agreement, and Owner hereby irrevocably assigns said funds and proceeds to Broker to the extent necessary to pay said commissions. Broker is authorized to provide a copy of this Agreement to any escrow or closing agent working on such transaction, and such escrow or closing agent is hereby instructed by Owner to pay Broker's commissions from any such funds or proceeds available. Owner shall remain liable for the entire amount of said commissions regardless of whether Broker exercises its rights under this paragraph.

15. Owner acknowledges that Broker may represent prospective purchasers or tenants. Owner desires that the Property be presented to such persons and entities and consents to the dual representation created thereby. Broker shall not disclose the confidential information of one principal to the other.

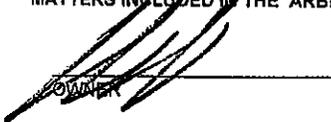
16. In the event that the Property comes under the jurisdiction of a bankruptcy court, Owner shall immediately notify Broker of the same, and shall promptly take all steps necessary to obtain court approval of Broker's appointment, unless Broker shall elect to terminate this Agreement upon said notice.

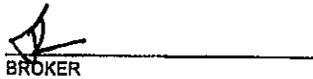
17. In the event that the Property becomes the subject of foreclosure proceedings prior to the expiration of this Agreement, then this Agreement shall be deemed suspended until such time as Owner may reacquire the Property within the Term. If this Agreement is suspended pursuant to this paragraph, Broker shall be free to enter into a listing agreement with any receiver, the party initiating the foreclosure, the party purchasing the Property at a foreclosure sale, or any other person having an interest in the Property.

**18. ARBITRATION OF DISPUTES.** In the event of any dispute between Owner and Broker relating to this Agreement, the Property or Owner's or Broker's performance hereunder, Owner and Broker agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the State of California. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses, including the costs of the arbitration proceeding, and reasonable attorneys' fees.

**NOTICE: BY INITIALLING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.**

  
OWNER

  
BROKER

19. In the event that Owner lists the Property with another broker after the expiration or termination of this Agreement, Owner agrees to provide in the subsequent listing agreement that a commission will not be payable to the new broker with respect to transactions for which Owner remains obligated to pay a commission to Broker under paragraph 4 or 5 hereof. Owner's failure to do so, however, shall not affect Owner's obligation to Broker under paragraphs 4 or 5.

20. Each signator to this Agreement represents and warrants that he or she has full authority to sign this Agreement on behalf of the party for whom he or she signs and that this Agreement binds such party.

21. This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties. In the event any clause, provision, paragraph or term of this Agreement shall be deemed to be unenforceable or void based on any controlling state or federal law, the remaining provisions hereof, and each part, shall remain unaffected and shall continue in full force and effect.

22. The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1984 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

The undersigned Owner hereby acknowledges receipt of a copy of this Agreement and the Schedule.

**CONSULT YOUR ADVISORS** -This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.

Accepted:	City of Bell _____
	Owner
Xebec Development Company, <del>REDACTED</del> Licensed Real Estate Broker	By:  _____
 By: _____	John Rizzo
John Lehr	Title: C A O _____
Title: <u>President</u> _____	By: _____
Address: 3010 Old Ranch Road, Suite 470	Title: _____
Seal Beach, CA 90740 _____	Address: <u>6330 Pine Avenue</u> _____
Date: _____	Bell, CA 90201 _____
Telephone: <u>562.546.0200</u> _____	Date: _____
	Telephone: _____

**NOTE: IS THIS STILL RELEVANT?**

**Market Conditions Disclosure:** A market condition currently exists with regard to fee requests from agents representing Tenants/Buyers whereby they are being compensated at greater than 50% of the attached Xebec Development Company standard schedule. The decision to compensate a Tenant/Buyers broker at greater than 50% of the attached fee schedule is at the sole discretion of the Landlord/Seller. However, if the Landlord/Seller makes this decision, Landlord's broker will in no event earn less than 50% of the agreed upon Xebec Development Company standard schedule.

SCHEDULE OF SALE AND LEASE COMMISSIONS

XEBEC DEVELOPMENT COMPANY,  
LICENSED REAL ESTATE BROKER

APPROXIMATE 25.4 GROSS ACRES OF LAND, PARCEL # 6332-002-950, 6332-002-952, 6332-002-946, 6332-002-948,  
6332-002-945, 6332-002-949

**A. SALES:**

As to sales of real property, Broker's commission shall be 5% of the gross sales price.

**B. LEASES OR SUBLEASES:**

Commissions shall be payable on execution of a lease by Owner and a tenant, in accordance with the following rates:

**GROSS LEASES**

(Where landlord pays all or base year  
portion of real estate taxes)

6% 5% of the total base rental for the first 24 months

in which rent is to be paid, plus

5% of the total base rental for the next 12 months

in which rent is to be paid, plus

4% 5% of the total base rental for the remainder of the term.

**TERM OF 5 YEARS THROUGH 25 YEARS**

5% of the total base rental for the first 60 months

in which rent is to be paid, plus

2-1/2% total base rental for the next 60 months

in which rent is to be paid, plus

1-1/2% of the total base rental for the remainder of the term

**NET LEASES**

(Where tenant pays all real estate taxes)

**TERM OF LESS THAN 5 YEARS**

7% 6% of the total base rental for the first 24 months

in which rent is to be paid, plus

6% of the total base rental for the next 12 months

in which rent is to be paid, plus

6% 6% of the total base rental for the remainder of the term.

**TERM OF 5 YEARS THROUGH 25 YEARS**

6% of the total base rental for the first 60 months

in which rent is to be paid, plus

3-1/2% of the total base rental for the next 60 months

in which rent is to be paid, plus

2-1/2% of the total base rental for the remainder of the term.

The above rates are subject to the following provisions:

**1. Term of More Than 25 Years:**

If a lease term is in excess of 25 years then the commission shall be calculated only upon the base rental to be paid for the first 25 years of the lease term.

**2. Month to Month Tenancy:**

The minimum commission for a month to month tenancy, tenancy at will, or any other tenancy which is not reduced to a written lease agreement between a tenant and Owner shall be equal to 50% the first month's base rental or

\$ \_\_\_\_\_, whichever is greater. The commission shall be payable upon occupancy. In the event such a tenant subsequently executes a written lease with Owner, either directly or with the assistance of Broker or anyone else, within 24 months from the date of initial occupancy, then Broker shall receive a leasing commission with respect to such lease in accordance with the provisions of paragraph B, above.

**3. Option(s) or Right(s) of First Refusal to Renew, Extended Lease or Occupy Additional Space:**

If a lease for which a commission is payable hereunder contains (i) an option(s) or right(s) of first refusal to renew or extend, and a lease term(s) is renewed or extended whether strictly in accordance with the terms of such option(s) or right(s) or otherwise and/or (ii) an option(s) or right(s) of first refusal to expand, and a tenant occupies additional space whether strictly in accordance with the terms of such option(s) or right(s) or otherwise, then Owner shall pay a leasing commission in accordance with the provisions of this Schedule on the additional base rental to be paid, calculated at the commission rate applicable hereunder to the years of the lease in which the additional base rental is payable. Said commission shall be earned and payable at the time the extended term commences or the additional space is occupied, as applicable.

**4. Purchase of Property by Tenant:**

If a lease for which a commission is payable hereunder contains an option, right of first refusal, or similar right, and a tenant, its successors or assignees, or any agent, officer, employee or shareholder of a tenant purchases the Property whether strictly in accordance with the terms of such option, right of first refusal, similar right or otherwise during (a) the term of the lease, (b) any extension thereof, or (c) within ninety days after the expiration thereof, then a sales commission shall be calculated and paid in accordance with the provisions of Section A above; provided however, that there shall be a credit against such sales commission in the amount of lease commissions previously paid to Broker relating to that portion of the purchaser's lease term which is cancelled by reason of such sale. In no event shall such credit exceed the amount of such sales commission.

**5. Percentage Rent:**

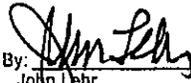
If a lease for which a commission is payable hereunder contains a percentage rent clause, Owner shall pay a commission on the percentage rent payable by the tenant at the commission rate applicable to the period of the lease term for which the percentage rent is payable. This commission shall be payable within fifteen days after the tenant's final payment and accounting of percentage rent for the preceding lease year. Notwithstanding the foregoing, at the end of the third full lease year Owner shall pay a commission on percentage rent for the remainder of the original term of the lease. For the purpose of calculating this commission, the percentage rent for each remaining year of the term of the lease shall be deemed to be the same amount as the percentage rent payable for the third full lease year.

The provisions hereof are subject to the terms and provisions of any Exclusive Sales Listing Agreement, Exclusive Leasing Listing Agreement, Exclusive Subleasing Listing Agreement, Exclusive Representation Agreement or other agreement to which this Schedule may be attached and which is executed by the parties hereto.

In the event Owner fails to make payments within the time limits set forth herein, then from the date due until paid the delinquent amount shall bear interest at the maximum rate permitted in the state in which the office of the Broker executing this Schedule is located. If Broker is required to institute legal action against Owner relating to this Schedule or any agreement of which it is a part, Broker shall be entitled to reasonable attorneys' fees and costs.

Owner hereby acknowledges receipt of a copy of this Schedule and agrees that it shall be binding upon its heirs, successors and assignees. In the event Owner sells or otherwise disposes of its interest in the Property, Owner shall remain liable for payment of the commissions provided for in this Schedule and any agreement of which it is a part, including, without limitation, the commission obligations set forth in paragraphs 3, 4, and 5 of Section B, unless the purchaser or transferee assumes all of such obligations in writing. The term "Owner" as used herein shall be deemed to include the owner of the Property, a party under contract to acquire the Property, a tenant under a ground lease and a tenant of the Property wishing to effect a sublease, lease assignment, or lease cancellation. The term "tenant" as used herein shall be deemed to include any subtenant, or assignee of a tenant, and the term "lease" shall be deemed to include a sublease or lease assignment.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010  
Owner: \_\_\_\_\_

*Xebec Development Company*  
Xebec Realty Partners, Inc.  
Licensed Real Estate Broker  
By:  \_\_\_\_\_  
John Lehr  
Title: President

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

A market condition currently exists with regard to fee requests from agents representing Tenants/Buyers whereby they are being compensated at greater than 50% of the attached Xebec Development Company standard schedule. The decision to compensate a Tenant/Buyer's broker at greater than 50% of the attached fee schedule is at the *sole discretion* of the Landlord/Seller. However, if the Landlord/Seller makes this decision, Landlord's broker will *in no event* earn less than 50% of the agreed upon Xebec Development Company standard schedule.

AMENDMENT NO. 1 TO EXCLUSIVE SALE AND LEASE LISTING AGREEMENT

This AMENDMENT NO. 1 TO EXCLUSIVE SALE AND LEASE LISTING AGREEMENT (the "Amendment") for reference purposes dated as of April 13, 2010, is made between XEBEC DEVELOPMENT COMPANY ("Broker") and THE CITY OF BELL ("Owner"), with reference to the following facts:

A. Broker and Owner executed that certain Exclusive Sale and Lease Listing Agreement for the term commencing January 15, 2010 (as amended, the "Agreement"). All capitalized terms not defined in this Amendment shall have the meaning ascribed to them in the Agreement.

B. Owner has requested that Broker incur certain costs on Owner's behalf to expedite and enhance the marketing and sale of the subject property. Broker is willing to incur such costs, including, without limitation, for architectural and civil engineering services, (the "Advanced Costs") provided Owner agrees to reimburse Broker for such Advanced Costs.

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

1. Advanced Costs Reimbursement. The Agreement is hereby amended by adding thereto a new Paragraph 23 as follows:

"23. If Owner removes the Property from the market, then Owner shall pay Broker all of its out of pocket expenses incurred by Broker in connection with the development and execution of the marketing of the Property, including, without limitation, for architectural and civil engineering services, immediately following presentation of an invoice supported by receipts."

2. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

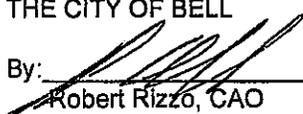
3. Further Documents. The parties hereto agree to perform any and all acts and execute and deliver any and all documents that are, or may become, necessary or convenient or may be reasonably required to effectuate and carry out the provisions of this Amendment.

4. Authority/Counterparts. All parties covenant that they possess all necessary capacity and authority to sign and enter this Amendment. All individuals signing this Amendment for a party, who is a corporation, a partnership, or other legal entity, or signing pursuant to a power of attorney or in any other legal capacity, covenant that they have the necessary capacity and authority to act for, sign, and bind the respective entity or principal on whose behalf they are signing. This Amendment may be signed in multiple counterparts and by different parties in separate counterparts. Each counterpart shall be deemed an original Amendment and all of them together shall constitute one Amendment, among all of the parties signing the counterparts. Signed fax copies of this Amendment shall be considered as originals.

5. No Other Amendments. Except as expressly amended or modified by this Amendment, the Agreement continues in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first hereinabove written.

THE CITY OF BELL

By:   
Robert Rizzo, CAO

XEBEC DEVELOPMENT COMPANY

By:   
John Lehr, President