City Council Agenda

Regular Meeting

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

Wednesday, March 7, 2012
6:00 PM Closed Session
7:00 PM Open Session

Bell Community Center
6250 Pine Avenue

Ali Saleh
Mayor

Danny Harber
Vice Mayor

Violeta Alvarez
Council Member

Ana Maria Quintana
Council Member

Nestor E. Valencia
Council Member

Welcome to the City Council Meeting

The Bell City Council and staff welcome you. This is your City Government. Individual participation is a basic part of American Democracy and all Bell residents are encouraged to attend meetings of the City Council. Regular City Council meetings are held the first and third Wednesday of the month at 7:00 p.m., Bell Council Chambers, 6330 Pine Avenue. For more information, you may call City Hall during regular business hours 8:00 a.m. to 4:00 p.m., Monday through Friday at (323) 588-6211 Extension 217.

City Council Organization

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

Addressing the City Council

If you wish to speak to the City Council on any item which is listed or not listed on the City Council Agenda, please complete a *Request to Speak Card* available in the back of the City Council Chambers. Please submit the completed card to the City Clerk prior to the meeting. The Mayor will call you to the microphone at the appropriate time if you have filled out a *Request to Speak Card.* At that time, please approach the podium, clearly state your name and address, and proceed to make your comments.

Compliance with Americans with Disabilities Act

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

Statement Regarding Compensation for Members of the Bell City Council

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

Meeting of

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

March 7, 2012

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

Bell Community Center
6250 Pine Avenue

Call to Order

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

Communications from the Public on Closed Session Items

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

Closed Session

1. The City Council and the related Authorities and Agencies will recess to a closed session to confer with legal counsel regarding the following matters:

   a.) CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54956.6. (Bell Police Officers Association MOU Negotiations)

   b.) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *James Corcoran v. City of Bell* Case No.: Los Angeles County Superior Court BC442280

   c.) CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of Case: *Dexia Credit Local v. City of Bell, Bell Public Financing Authority*

   e.) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Richard Fisher Associates v. Bell*; LASC BC 466983.

   f.) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Bell v. Best Best & Krieger*; LASC BC466436

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

Reconvene Regular Meeting

Pledge of Allegiance

City Attorney Report

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

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

Communications from the Public on Agenda Items Only

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

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

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

Consent Calendar

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

Recommendation: Approve items No. 2 through No. 6

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

3. Approval of General Warrants and Community Housing Authority Warrants dated March 7, 2012. ***(Council/Community Housing Authority)***

4. Agreement with Arbitros Unidos de Los Angeles for the provision of referees for the City of Bell youth soccer program. ***(Council)***

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

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

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

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

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

Council/Community Housing Authority

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

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

   Recommendations:

   (a.) Approve the Request for Proposals (RFP) and included Franchise Agreement and authorize immediate publication.

   (b.) Approve an amendment to the current franchise agreement with Consolidated Disposal for a short term extension in the event the July 1, 2012 scheduled startup date of the new franchise cannot be met.

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

   Recommendation:

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

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

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

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

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

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

Recommendation: That the City Council:

(a.) Direct staff to add color options to the proposed four concepts; and

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

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

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

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

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

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

(d.) Direct staff to set a date and time for the first Oversight Board meeting

13. Consideration of establishing a Local Advisory Committee for the I-710 Freeway Corridor Project ***(Council)***

Recommendation: The City Council approve the following items:

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

14. Support for Los Angeles Unified School District Adult and Career Education Funding ***(Council)***

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

Communications from the Public on Non-Agenda Matters

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

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

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

Mayor and City Council Communications

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

Adjournment

Next Regular Meeting, Wednesday, March 21, 2012.

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

Patricia Healy, CMC
Interim City Clerk

MINUTES

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

February 15, 2012

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

Bell Community Center
6250 Pine Avenue

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

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

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

Absent: None (0)

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

Communications from the Public on Closed Session Items

None

Closed Session

1. The City Council and the related Authorities and Agencies recessed to a closed session at 6:07 P.M. with all members present to confer with legal counsel regarding the following matters:

   a.) CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54956.6. (Bell Police Officers Association MOU Negotiations)

   b.) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Mango v. City of Maywood*; USDC CV11-5641 G GW (FFMx)

   c.) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *James Corcoran v. City of Bell* Case No.: Los Angeles County Superior Court BC442280

d.) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *People v. Robert Rizzo, et al* Case No.: Los Angeles Superior Court BC445497

e.) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Lisa Ramirez, et al, County of Los Angeles, City of Bell, et al*; U.S. District Court Case No. CV 00457-JHN (M__ X)

f.) Bell v. BBK CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Bell v. Best Best & Krieger*; LASC BC466436

City Council Reconvened at 7:22 P.M.

Pledge of Allegiance: Led by Ismael Morales

City Attorney Report

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

Communications from the Public on Agenda Items Only

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

Consent Calendar

- Mayor Saleh pulled Item No. 3 for separate discussion.

2. Approval of Minutes dated January 25, 2012; Special Meeting Minutes of the City Council for January 28, 2012; and Minutes of the City Council for February 1, 2012. ***(Council/Community Redevelopment Agency/successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority/Bell Public Financing Authority/Bell Surplus Property Authority/Bell Solid Waste Authority/Planning Commission)***

3. Approval of General Warrants and Community Housing Authority Warrants dated February 15, 2012. ***(Council/Community Housing Authority)***

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

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

MOTION UNANIMOUSLY ADOPTED

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

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

MOTION UNANIMOUSLY ADOPTED

Study Item

4. Review of Solid Waste RFP

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

Public Hearing

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

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

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

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

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

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

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

MOTION UNANIMOUSLY ADOPTED

Council/Successor Agency Business

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

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

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

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

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

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

MOTION UNANIMOUSLY ADOPTED

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

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

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

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

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

MOTION UNANIMOUSLY ADOPTED

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

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

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

MOTION UNANIMOUSLY ADOPTED

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

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

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

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

MOTION UNANIMOUSLY ADOPTED

10. Agreement with SAESHE to provide grant administration services for the Regional Used Motor Oil Recycling Program. ***(Council)***

a.) Approve an appropriations adjustment allocating Regional Used Motor Oil Recycling Grant Funds of $5,232 in Cycle 15, $10,774 in Cycle OPP1 and $1,582 in Cycle OPP1A for a total of $17,588 from the State of California Department of Resources, Recycling and Recovery.

b.) Approve an agreement with SAESHE to provide grant administration services for the City of Bell's Regional Used Motor Oil Recycling Program in the amount of $17,855.

c.) Authorize the City Manager to designate the County of Los Angeles Department of Public Works as the lead agency for submitting applications and implementing the program for future funding for the Regional Used Motor Oil Recycling Grants.

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

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

MOTION UNANIMOUSLY ADOPTED

Communications from the Public on Non-Agenda Matters

None

Mayor and City Council Communications

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

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

Councilmember Quintana

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

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

Councilmember Alvarez

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

Adjournment – 9:10 P.M.

Next Regular Meeting, Wednesday, March 7, 2012.

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

_____

Patricia Healy, CMC
Interim City Clerk

MINUTES
Special Meeting of

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

February 22, 2012
6:00 P.M.

Bell Community Center
6250 Pine Avenue

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

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

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

Absent: Councilmembers Alvarez, Valencia (2)

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

Pledge of Allegiance to the flag

Communications from the Public on Agenda Items

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

Agenda

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

1. 2011/12 Mid-year Budget Review

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

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

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

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

MOTION UNANIMOUSLY ADOPTED

2. General Fund Five Year Fiscal Forecast

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

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

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

3. Budget Policies

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

Adjournment – 9:25 P.M.

Next Regular Meeting, Wednesday, March 7, 2012.

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

_____

Patricia Healy, CMC Interim City Clerk

General

Warrants
for

March 7, 2012

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

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

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

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

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

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

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

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

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

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

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

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

BCHA - Bell Community Housing Authority

Warrants for

March 7, 2012

10-14

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

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

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

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

City of Bell
Agenda Report

DATE: March 7, 2012

TO: Mayor and Members of the City Council

FROM: Debra Kurita, Interim Community Services Director

APPROVED BY: Arne Croce, Interim Chief Administrative Officer

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

RECOMMENDATION:

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

BACKGROUND AND DISCUSSION:

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

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

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

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

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

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

FINANCIAL IMPACT

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

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

Attachments:
Agreement

PROPOSAL FOR SERVICE

About us

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

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

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

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

Our purpose

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

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

AULA held a weekly meeting at their association.

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

Our History

Budweiser Tournament 8x8 played at the Home Depot Center (for the past 3 years)
Alianza Tournament (for the past 6 years)
The winner on this tournament plays against a 2nd division team from Mexico
Conade Tournament (for the past 2 years)
This is a women tournament which are selected to play in the Mexican team (for the past 2 years)
Galaxy Tournament (for the past 6 years)
Chivas USA Tournament Futbolito (for the past 3 years)
Verizon Adults Tournament (for the past 7 years)
State Cup CALSOUTH (for the past 5 years)
National Cup CALSOUTH (for the past 5 years)
CSL Coast Soccer League (for the past 4 years)
Torneo De La Copa Estatal (for the 2 year)

We serve to 7 Leagues which are local.

Our goal

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

Our fees

AULA will charge two different prices which are described below;

The prices for a game with **2** half times of **20** min each will be **$25.**
The prices for a game with **2** half times of **25** min each will be **$30.**

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

Provision

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

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

Our officers

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

Martin Almeida
President/Assignor/State Referee
Tel. (310) 753-2990
aula@att.net

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

AULA
10017 S Long Beach Blvd.
Lynwood CA 90262

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

City of Bell
Agenda Report

DATE: March 7, 2012

TO: Mayor and City Council

FROM: Steve Belcher, Chief of Police

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

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

RECOMMENDATION

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

BACKGROUND

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

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

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

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

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

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

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

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

CITY ATTORNEY

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

FISCAL IMPACT

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

Submitted by:

Steve Belcher
Interim Chief of Police

Attachment:

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

MEMORANDUM OF AGREEMENT

FOR THE

LOS ANGELES REGIONAL INTEGRATED LAW AND JUSTICE

PROJECT

AMONG THE

REGIONAL TERRORISM INTELLIGENCE AND INTEGRATION

SYSTEM PARTICIPATING AGENCIES

I) Overview

a) Background: The mission of the Los Angeles Regional Integrated Law and Justice Project ("LARILJP") is to coordinate the development and implementation of a regional justice information sharing system that will allow law enforcement agencies throughout Los Angeles County, ***as well as law enforcement agencies in other regions of the State and beyond which have entered into Intergovernmental Agreements (IGA's),*** to share information in their case and records management systems. The goal is to protect the total community by efficiently and effectively providing accessible, accurate information for the speedy investigation and apprehension of terrorists and other law violators. The sharing of information shall be achieved through the COPLINK System ("COPLINK"). A "Contractor" (currently ***"i2"***) shall install and maintain COPLINK.

b) Intended Benefits: By sharing public safety information, LARILJP participating agencies ***and other participating agencies as approved through IGA's*** ("Agencies" or Agency") will be able to improve their responses to terrorism and community crime. COPLINK provides sophisticated analytical tools that will allow authorized users to discover links and relationships by providing consolidated data across Los Angeles County. This will allow Agencies to solve previously "unsolvable" incidents and investigate serial criminal activity.

c) Purpose: The purpose of this agreement ("Agreement") is to outline conditions under which the Agencies will share and use information in COPLINK. By signing this Agreement, Agencies, as well as all individuals who operate or use COPLINK, agree to adhere to the guidelines specified in this Agreement.

d) Agency Participation: The LARILJP is a cooperative venture of justice agencies in Los Angeles County, California. Any law enforcement agency in Los Angeles County may apply to participate in LARILJP. To participate in LARILJP and have access to COPLINK, an Agency applicant shall apply to the LARILJP Governance Committee by submitting a proposal that outlines its intended use of COPLINK, the type of data it intends to contribute, and any other information requested by the Governance Committee. A simple majority vote of approval of the Governance Committee is required to approve an Agency's participation in COPLINK. Once approved, each Agency will proactively cooperate with other participating Agencies, the Contractor, and its own system vendors and or maintenance contractors to facilitate:

1) Network access and connectivity

2) Data extracts for engineering and testing purposes

3) Production extracts

4) Required modifications to their source systems

5) Regular data updates as agreed to during the design process

6) Timely review and approval of design documents and test results

e) Agency Withdrawal: An Agency may withdraw from participation in COPLINK at any time by providing written notice to the LARILJP Governance Committee. If an Agency wishes its data withdrawn from COPLINK, the withdrawing Agency shall contact the Contractor and request data removal. The withdrawing Agency is responsible for the cost associated with the removal of its data from COPLINIK.

II) AUTHORIZED RELEASE OF INFORMATION

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

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

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

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

b) Limitation on Information Sharing: Information contributed by each Agency shall only be shared with or released to those Agencies that have entered into this Agreement ***or any approved IGA***. Only authorized Agency employees who have an approved login and password ("Authorized Users") will be allowed to access or use information in the COPLINK System.

c) Liability: Each Agency is solely responsible for any and all liability, claim, administrative proceedings, losses, expenses or any injury, including death or damage of any kind whatsoever, whether actual, alleged or threatened, including actual attorney fees, court costs, interest, defense costs and expenses associated there with including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of the Agency's use of the COPLINK system and/or its performance under this Agreement.

~~d) Indemnification: Each Agency executing this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the Agency parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this agreement, to the same extent that such~~

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

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

III) INFORMATION OWNERSHIP

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

b) Unauthorized Requests: Requests for information in COPLINK that is not authorized for viewing will be referred to the Agency that authored or originated the requested information ("Source Agency").

c) Prohibition Against Release of Information: No Agency nor Authorized User shall release or make available any information it has accessed to any person or entity not authorized to access the COPLINK system, or to any third party without the prior written approval of the Source Agency, or as required by law.

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

IV) UNDERSTANDING ON ACCURACY OF INFORMATION

a) Accuracy of Information: Agencies agree that the data maintained in COPLINK consists of information assumed to be accurate. Agencies will participate in several testing sessions, to validate and ensure that its information is accurate. However, data inaccuracies can arise from multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Agency requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.

b) Timeliness of Information: Each Agency shall determine the frequency with which its data will be refreshed in COPLINK. In addition, each Agency has its own policy regarding the speed at which incidents are recorded in its internal records management systems. Since changes or additions to data do not get updated in COPLINK on a real-time basis, Agencies recognize that information may not always be timely and relevant. It shall b the responsibility of the requesting Agency to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency's data.

c) Hold Harmless: To the extent permitted by law, Agencies agree to hold Source Agencies harmless for any information in COPLINK, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed. This hold harmless provision shall not apply to the willful misconduct or gross negligence of Source Agencies.

V) USER ACCESS

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

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

b) Login Assignment: Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Upon logging into COPLINK for the first time, each Authorized User will change the default password to another password. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.

c) Provision of Agreement: The Agency System Administrator must provide a copy of the terms and conditions of this Agreement to all Authorized Users when they are issued a login ID for the system.

d) Intended Use: Each Authorized User agrees that COPLINK, the information contained in it, and the networking resources it provides are to be used solely for purposes consistent with the mission of the LARILJP. Authorized Users acknowledge that the information COPLINK will be shared and used for authorize purposes only as permitted by law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose.

e) Limitations on Use of Logons: An Authorized User may not access COPLINK by using a name or password that was assigned to another user. An authorized User cannot give his or her password to another person, including another user, to access the system.

f) Audit Trail: Each transaction on COPLINK is logged and an audit trail is created. Each Agency System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing by the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time.

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

VI) CONFIDENTIALITY OF INFORMATION

a) Information Confidentiality: Information in COPLINK is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in COPLINK. The Information will otherwise be kept confidential.

b) Internal Requests for Information: An Authorized User who receives a request from a non-authorized requestor for information in COPLINK shall not release that information, but may refer the requestor to the Source Agency.

c) Removal or Expungement of Records: LARILJP shall determine a schedule for record deletion, removal expungement, and other edits. Any Agency that seeks to edit a record sooner than the scheduled time shall contact the Contractor directly and arrange for the change to be manually processed.

VII) SYSTEM ACCESS

a) Network Access: Access to COPLINK will be provided by a private network maintained by the Los Angeles County Sheriff's Department or any other secure network configuration that is mutually acceptable to the member agencies ***or others with which an approved IGA has been executed.***

b) System Availability: COPLINK shall operate 24-hours a day, 7-days a week, with downtime limited to those hours required for any necessary maintenance activities.

VIII) SYSTEM MAINTENANCE

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

IX) AGREEMENT TERMS

a) Term: This agreement will commence on the date that it is adopted by the first LARILJP participating Agency, and shall last until the last Agency withdraws, pursuant to section i.e. of this agreement.

b) Changes to Agreement: Additional law enforcement agencies may be added to LARILJP by signing an amended copy of the Agreement, accepting its terms and conditions, and obtaining an approval by a simple majority of the LARILJP Governance Committee. Based on ongoing monitoring of COPLINK, Agencies may propose other changes to this Agreement. Such proposals require the approval of a simple majority of the participating Agencies.

c) Supplemental Policies: An Agency may add individual guidelines for its own computers or networks providing they do not conflict with the provisions of this agreement.

d) Sanctions for Non-Compliance: Any Agency that violates the guidelines of this may be disconnected from the COPLINK system. The Agency will be provided with a 60-day written notice of the violation, and the opportunity to correct the violation. Failure to meet the guidelines will result in the termination of System access for the offending Agency. All disputes concerning access shall be determined by a simple majority vote of the LARIJP Governance Committee.

X) SIGN-OFF EXECUTION OF AGREEMENT

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

CITY OF BELL, CALIFORNIA

City Representative

06-23-2008
Date

City Attorney

7-7-08
Date

MEMORANDUM OF AGREEMENT

FOR THE

LOS ANGELES REGIONAL INTEGRATED LAW AND JUSTICE

PROJECT

AMONG THE

REGIONAL TERRORISM INTELLIGENCE AND INTEGRATION

SYSTEM PARTICIPATING AGENCIES

I) Overview

a) Background: The mission of the Los Angeles Regional Integrated Law and Justice Project ("LARILJP") is to coordinate the development and implementation of a regional justice information sharing system that will allow law enforcement agencies throughout Los Angeles County, as well as law enforcement agencies in other regions of the State and beyond which have entered into Intergovernmental Agreements (IGA's), to share information in their case and records management systems. The goal is to protect the total community by efficiently and effectively providing accessible, accurate information for the speedy investigation and apprehension of terrorists and other law violators. The sharing of information shall be achieved through the COPLINK System ("COPLINK"). A "Contractor" (currently "i2") shall install and maintain COPLINK.

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

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5) Regular data updates as agreed to during the design process

6) Timely review and approval of design documents and test results

e) Agency Withdrawal: An Agency may withdraw from participation in COPLINK at any time by providing written notice to the LARILJP Governance Committee. If an Agency wishes its data withdrawn from COPLINK, the withdrawing Agency shall contact the Contractor and request data removal. The withdrawing Agency is responsible for the cost associated with the removal of its data from COPLINIK.

II) AUTHORIZED RELEASE OF INFORMATION

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

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

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

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

b) Limitation on Information Sharing: Information contributed by each Agency shall only be shared with or released to those Agencies that have entered into this Agreement or any approved IGA. Only authorized Agency employees who have an approved login and password ("Authorized Users") will be allowed to access or use information in the COPLINK System.

c) Liability: Each Agency is solely responsible for any and all liability, claim, administrative proceedings, losses, expenses or any injury, including death or damage of any kind whatsoever, whether actual, alleged or threatened, including actual attorney fees, court costs, interest, defense costs and expenses associated there with including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of the Agency's use of the COPLINK system and/or its performance under this Agreement.

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

III) INFORMATION OWNERSHIP

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

b) Unauthorized Requests: Requests for information in COPLINK that is not authorized for viewing will be referred to the Agency that authored or originated the requested information ("Source Agency").

c) Prohibition Against Release of Information: No Agency nor Authorized User shall release or make available any information it has accessed to any person or entity not authorized to access the COPLINK system, or to any third party without the prior written approval of the Source Agency, or as required by law.

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

IV) UNDERSTANDING ON ACCURACY OF INFORMATION

a) Accuracy of Information: Agencies agree that the data maintained in COPLINK consists of information assumed to be accurate. Agencies will participate in several testing sessions, to validate and ensure that its information is accurate. However, data inaccuracies can arise from multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Agency requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.

b) Timeliness of Information: Each Agency shall determine the frequency with which its data will be refreshed in COPLINK. In addition, each Agency has its own policy regarding the speed at which incidents are recorded in its internal records management systems. Since changes or additions to data do not get updated in COPLINK on a real-time basis, Agencies recognize that information may not always be timely and relevant. It shall b the responsibility of the requesting Agency to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency's data.

c) Hold Harmless: To the extent permitted by law, Agencies agree to hold Source Agencies harmless for any information in COPLINK, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information

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

V) USER ACCESS

a) Login Application Process: Each Agency's System Administrator is responsible for management of user accounts at that Agency. Each Agency agrees that all Authorized Users shall be current employees and be authorized to review criminal history data for legitimate purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access.

b) Login Assignment: Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Upon logging into COPLINK for the first time, each Authorized User will change the default password to another password. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.

c) Provision of Agreement: The Agency System Administrator must provide a copy of the terms and conditions of this Agreement to all Authorized Users when they are issued a login ID for the system.

d) Intended Use: Each Authorized User agrees that COPLINK, the information contained in it, and the networking resources it provides are to be used solely for purposes consistent with the mission of the LARILJP. Authorized Users acknowledge that the information COPLINK will be shared and used for authorize purposes only as permitted by law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose.

e) Limitations on Use of Logons: An Authorized User may not access COPLINK by using a name or password that was assigned to another user. An authorized User cannot give his or her password to another person, including another user, to access the system.

f) Audit Trail: Each transaction on COPLINK is logged and an audit trail is created. Each Agency System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing by the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time.

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

VI) CONFIDENTIALITY OF INFORMATION

a) Information Confidentiality: Information in COPLINK is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in COPLINK. The Information will otherwise be kept confidential.

b) Internal Requests for Information: An Authorized User who receives a request from a non-authorized requestor for information in COPLINK shall not release that information, but may refer the requestor to the Source Agency.

c) Removal or Expungement of Records: LARILJP shall determine a schedule for record deletion, removal expungement, and other edits. Any Agency that seeks to edit a record sooner than the scheduled time shall contact the Contractor directly and arrange for the change to be manually processed.

VII) SYSTEM ACCESS

a) Network Access: Access to COPLINK will be provided by a private network maintained by the Los Angeles County Sheriff's Department or any other secure network configuration that is mutually acceptable to the member agencies or others with which an approved IGA has been executed.

b) System Availability: COPLINK shall operate 24-hours a day, 7-days a week, with downtime limited to those hours required for any necessary maintenance activities.

VIII) SYSTEM MAINTENANCE

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

IX) AGREEMENT TERMS

a) Term: This agreement will commence on the date that it is adopted by the first LARILJP participating Agency, and shall last until the last Agency withdraws, pursuant to section i.e. of this agreement.

b) Changes to Agreement: Additional law enforcement agencies may be added to LARILJP by signing an amended copy of the Agreement, accepting its terms and conditions, and obtaining an approval by a simple majority of the LARILJP Governance Committee. Based on ongoing monitoring of COPLINK, Agencies may propose other changes to this Agreement. Such proposals require the approval of a simple majority of the participating Agencies.

c) Supplemental Policies: An Agency may add individual guidelines for its own computers or networks providing they do not conflict with the provisions of this agreement.

d) Sanctions for Non-Compliance: Any Agency that violates the guidelines of this may be disconnected from the COPLINK system. The Agency will be provided with a 60-day written notice of the violation, and the opportunity to correct the violation. Failure to meet the guidelines will result in the termination of System access for the offending Agency. All disputes concerning access shall be determined by a simple majority vote of the LARIJP Governance Committee.

X) SIGN-OFF EXECUTION OF AGREEMENT

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

CITY OF BELL

_____ _____

City Representative Date

_____

Print Name

_____

Title

_____ _____

City Attorney Date

City of Bell
Agenda Report

DATE: March 7, 2012

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

FROM: Debra Kurita, Interim Community Services Director

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

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

RECOMMENDATION:

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

BACKGROUND AND DISCUSSION:

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

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

FINANCIAL IMPACT

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

AGENDA ITEM NO.

36

CITY OF BELL

CONTRACT SERVICES AGREEMENT WITH MARTHA FONSECA FOR

AFTERHOURS CARETAKER FOR FLORENCE VILLAGE MOBILE HOME PARK

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

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

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

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

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

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

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

2. COMPENSATION

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

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

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

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

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

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

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. [Not applicable]

3.3 Force Majeure. The time in which to perform the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

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

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

4. COORDINATION OF WORK

4.1 Representative of Contractor. [Not applicable]

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

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

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

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. [Not applicable]

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

5.3 General Insurance Requirements. [Not applicable]

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. [Not applicable]

6.2 Reports. [Not applicable]

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

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

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

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

8. MISCELLANEOUS

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BELL, a municipal corporation

_____

Ali Saleh, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

David Aleshire, City Attorney

CONTRACTOR:

_____

By:_____

Name: MARTHA FONSECA

Address:_____

_____

_____

[END OF SIGNATURES]

EXHIBIT "A"
SCOPE OF SERVICES

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

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

Park Office:

- Contractor shall be available after hours every Monday evening at 5:00 p.m. through Friday morning at 8:30 a.m. After hours are from 5:00 p.m. - 8:30 a.m. Contractor shall be available for Park residents for any Park-related issues or emergencies. Contractor shall brief the Manager at the beginning of the work day verbally and in writing of all complaints, incidents, needed repairs, maintenance issues, and safety concerns that arose after hours for resolution by the Florence Village Mobile Home Park manager.

- Contractor shall also provide weekend relief to the Florence Village Mobile Home Park Resident Manager (the "Manager") every weekend. Weekend hours are from 5:00 p.m. on Friday to 8:30 a.m. on Monday. During weekend hours, Contractor shall be available for Park residents for any Park-related issues or emergencies. Contractor shall brief the Manager every Monday morning verbally and in writing of all complaints, incidents, needed repairs, maintenance issues, and safety concerns that arose over the weekend

- Contractor shall be familiar with the Rules and Regulations for the Florence Village Mobile Home Park and shall have the legal right and authority to enforce the Rules and Regulations on behalf of the owner.

- In the event that the Manager is unavailable, Contractor shall provide briefing and notice as required in this section to Christina Peña or the designated City of Bell employee charged with oversight of City-owned mobile home parks.

Shower and Bathroom Facility:

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

Laundry facilities:

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

Pool and Spa:

- Contractor should check the water level in the pool and spa to ensure it is above water line. Contractor should add water accordingly as needed when water line is below water level.

- Weekends only, Contractor shall check chlorine level on both Pool and Spa and add Chlorine as needed to ensure chlorine levels are in compliance with state regulations.

General/Other:

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

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

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

A. Contractor shall brief the Manager every Monday morning verbally and in writing of all complaints, incidents, needed repairs, maintenance issues, and safety concerns that arose over the weekend.

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

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

EXHIBIT "B"
SPECIAL REQUIREMENTS

Section 1.2 is hereby amended to read as follows:

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

Section 1.4 is hereby amended to read as follows:

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

Section 2.6 is hereby added and provides:

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

Section 6.3 is hereby added and provides:

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

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Contractor shall perform all services timely as set forth in Exhibit "A".

II. The total compensation for the Services shall be $585 per month, subject to the maximum contract amount as provided in Section 2.1 of this Agreement. No rental credit will be given in lieu of payment. Contractor shall be compensated on a monthly basis.

III. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. A line item for labor charged to the Services.

B. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

City of Bell
Agenda Report

DATE: March 7, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Bill Smith, Pro Bono Consultant

APPROVED BY: _____
Arnel Croce, Interim City Administrative Officer

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

RECOMMENDATION

1. Approve the Request for Proposals (RFP) and included Franchise Agreement and authorize immediate publication.

2. Approve an amendment to the current franchise agreement with Consolidated Disposal for a short term extension in the event the July 1, 2012 scheduled startup date of the new franchise cannot be met.

BACKGROUND

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

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

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

KEY FEATURES

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

Exclusive Franchise

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

Direct Billing

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

Rates

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

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

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

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

Delinquent Accounts

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

Rate Adjustments

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

Collection Schedule

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

Recycling

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

Carts (Totes)

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

Initial Purchase of Carts

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

Bulky Items

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

Term

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

Customer Service

The proposal has a comprehensive and extensive customer service requirement.

CONTINGENY CONTRACT EXTENSION

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

ATTACHMENTS

Recommended RFP, including Franchise Agreement
Recommended contingency contract extension

AGREEMENT TO PROVIDE TEMPORARY SOLID WASTE SERVICES
AMENDMENT 1

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

RECITALS

A. City and Contractor entered into an Agreement to Provide Temporary Solid Waste Services effective September 1, 2011 hereinafter referred to as "Temporary Agreement," which granted Contractor an extension of their exclusive franchise for the collection, transportation, removal, and disposal of all solid waste generated within the City and for the conduct of a curbside recycling program ("Services") through June 30, 2012 to complete a competitive process for a new franchise agreement.

B. The City is conducting the selection process and has determined that circumstances beyond the control of the City may require Contractor to maintain service beyond June 30, 2012.

C. Contractor is willing to provide services to the City beyond June 30, 2012

AGREEMENT

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

Section 1. Incorporation of Recitals by Reference

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

Section 2. Amendment to the Agreement.

The Parties agree to amend the Agreement as follows:

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

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

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

DATED: March ___, 2012

CONSOLIDATED DISPOSAL SERVICES, LLC:

_____

By: _____

DATED: March ___, 2012

CITY OF BELL

_____

Arne Croce, Interim Chief Administrative Officer

ATTEST:

_____

Pat Healy, Interim City Clerk

APPROVED AS TO FORM:

_____

David J. Aleshire, City Attorney

AGREEMENT TO PROVIDE TEMPORARY SOLID WASTE SERVICES

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

RECITALS

A. City and Contractor entered into that certain Exclusive Refuse Collection and Recycling Franchise Agreement effective January 18, 1995, hereinafter referred to as "Agreement," which granted Contractor an exclusive franchise for the collection, transportation, removal, and disposal of all solid waste generated within the City and for the conduct of a curbside recycling program ("Services").

B. The preliminary term of the Agreement ended on June 30, 2000. City and Contractor entered into a First Amendment to Exclusive Franchise Agreement on October 5, 1998, which, among other items, established a "primary term" beginning on July 1, 2003.

C. On February 24, 2005, the City provided Contractor with Notice of Non-Renewal of the Agreement, as a result of which the Agreement would have expired on February 28, 2011. By letter agreement between the City and Contractor dated February 28, 2011, attached hereto, the term of the Agreement was extended to no later than August 31, 2011.

D. In 2010, significant political corruption was exposed in Bell which became a national scandal. The community demanded transparency, including transparency concerning long-term contractual relationships. After a recall campaign collected over 4,000 signatures, in March of this year, five new City Council members were elected, all having campaigned to bring transparency to City operations.

E. The new City Council has determined to put a number of expired contracts through public bidding procedures and has asked existing contractors to continue providing services during such time.

F. City and Contractor now desire to enter into this Temporary Agreement for Contractor to provide solid waste services on the same terms and conditions as provided in the prior Agreement, as amended, until the City completes a bid process for continuation of the solid waste franchise, which is a process in which Contractor will be allowed to participate with other potential bidders.

AGREEMENT

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

Section 1. Incorporation of Recitals by Reference

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

Section 2. Temporary Agreement.

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

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

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

Section 4. Waiver and Release.

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

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

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

[Signatures on the following page]

DATED: October ___, 2011

CONSOLIDATED DISPOSAL SERVICES, LLC:

KURT BRATTON

By: _____

DATED: October 24, 2011

CITY OF BELL

_____

Arne Croce, Interim Chief Administrative Officer

ATTEST:

_____

Rebecca Valdez, City Clerk

APPROVED AS TO FORM:

_____

David J. Aleshire, City Attorney

CITY OF BELL

REQUEST FOR PROPOSAL

SOLID WASTE AND RECYCLING COLLECTION SERVICES

RFP No. 2012-_

Submittal Deadline: May 1st, 2012

PLEASE NOTE: MANDATORY PRE-BID MEETING

57-1

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INTRODUCTION

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

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

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

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

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

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

Summary of Proposed Services

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

Service Sector	Service Description
Residential Cart Customers	• 95-Gallon Automated Refuse Collection • 64-Gallon Automated Recyclables Collection • 64-Gallon Automated Green Waste Collection • Temporary Bin and Box Collection • Bulky Item Collection • Electronic Waste & Universal Waste Collection • Sharps Collection • Holiday Tree Collection • Disabled/Senior Collection • Waste-to-Energy Residue
Multi-Family Customers	• Optional Automated Refuse, Recyclable Collection • Standard 2 and 3 Yard Bin Service • On-Call Bulky Item Collection • Holiday Tree Collection • Electronic Waste & Universal Waste Collection • Sharps Collection • Mixed Waste Processing
Commercial Customers/Industrial	• Bin Services: 2 and 3 Yard Bin Service • Roll-Off Services • Material Recovery Processing
City Facility Services	• Refuse, Recycling and Green Waste Collection • Temporary Bin and Box Services (Special Events) • Bulky-Item Rover Service • Bus Stop and Park Collection • Alley and Abandoned Item Collection
Construction Demolition	• Mixed Waste Processing

Proposal Submittal Date and Review

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

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

Proposal for Solid Waste and Recycling Collection Services – SEALED

Award

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

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

City Point of Contact

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

Schedule

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

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

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

CITY INFORMATION/STATISTICS

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

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

Census Data (2006-2010 Selected Housing Characteristics)

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

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

Hauler Supplied Account Data

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

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

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

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

Disposal Tonnage Data

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

CalRecycle Jurisdiction Disposal Reporting System (DRS)

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

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

2010 Hauler Reported Total Tonnage Collected

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

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

GENERAL CONDITIONS

Authority to Withdraw RFP and/or Not Award Contract

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

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

Public Records Act

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

Maximum Customer Rates

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

Franchise Fees Payable to City

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

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

Initial Fee Upon Award

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

AB 939 Fees

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

Recyclable Revenue Sharing

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

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

Automated Cart Purchase and Ownership

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

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

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

NPDES Fee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROPOSAL FORMAT AND CONTENT

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

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

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

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

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

2. Experience and Qualifications

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

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

3. Organization and Staffing

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

4. Background

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

5. **Work Plan and Methodology**

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

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

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

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

6. **Schedule of Services**

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

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

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

7. **Maximum Rates**

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

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

Please follow instructions listed on the Maximum Permitted Rate Schedule and clearly specify

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

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

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

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

8. Equipment List

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

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

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

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

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9. Employee Safety Training and Equipment Safety Records

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

10. Implementation Plan

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

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

11. Customer Service

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

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

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

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

12. Financial Statement

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

13. Insurance Information

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

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

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

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

15. Guarantees and Surety

Performance Guarantee

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

Bid Bond

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

16. Statement of Compliance

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

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

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

2) This proposal is in strict compliance with the Request for Proposal and Draft Franchise Agreement except for the items listed.

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

- Reasons for submitting the proposed exception or change.

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

PRE-PROPOSAL MEETING

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

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

LIST OF ATTACHMENTS

Attachment A Scope of Work

Attachment B Service Types/Description and Map

Attachment C Maximum Permitted Rates Schedule

Attachment D City Facilities and Events

Attachment E Work Plan & Methodology (Section 5 of the Response)

Attachment F Good Corporate Citizen Statement

Attachment G Draft Franchise Agreement

Attachment A - SCOPE OF WORK

Definitions

See Article I of the Draft Franchise Agreement.

Description of Required Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Collection Schedule

Solid Waste and Recycling Collection Schedule - Residential

1) Days. Residential Solid Waste and Recycling Collection: Currently the hauler collects on Friday's. Each proposer is encouraged to submit an alternative residential collection schedule for review. If there is a premium to Friday services only, this must be disclosed in your pricing scheduled and work plan proposal.

2) Hours. The City and the Firm shall determine standard operating hours for collection services under this Agreement. Residential solid waste/recycling collection is performed primarily on Monday through Friday from 7:00 a.m. to 5:00 p.m.

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

1) Days. Multi-Family and Commercial Solid Waste and Recycling Collection shall be conducted Monday through Friday unless otherwise approved by the Chief Administrative Officer.

2) Hours. The City and the Firm shall determine standard operating hours for collection services under this Agreement. Commercial solid waste/recycling collection is performed primarily on Monday through Friday from 7:00 a.m. to 5:00 p.m. Some commercial accounts receive service outside of these hours and on Saturday.

Holidays

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

New Year's Day
Labor Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

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

Disposal and Recycling of Materials

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

Solid Waste and Recycling Collection Equipment

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

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

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

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

Automated Cart Purchase and Ownership

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

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

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

Equipment Storage

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

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

Firm/City Communication

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

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

Firm's Employees

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

Records and Reports

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

Responsibility for Damages and Injury/Indemnification

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

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

Cooperation with Utility and Other Companies

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

Agreement Term

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

Annexation

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

ATTACHMENT B – City Map

Attachment C-1 - Total Maximum Permitted Rate Schedule

Residential Services

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

Each contractor is responsible for completing this form.

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

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

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

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

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

Attachment C-2 - Total Maximum Permitted Rate Schedule

Commercial Service

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

Standard Commercial Service **Number of Collections Per Week**

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

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Attachment C-3 - Total Maximum Permitted Rate Schedule

Multi-Family Services

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

Standard Multi-Family Services Number of Collections Per Week

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

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Attachment C-4 - Total Maximum Permitted Rate Schedule

Temporary Bin/Box Service

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

Standard Temporary Bin/Box **Service Charge**

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

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

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Attachment D - City Facilities/Events Provided

Service Type	Service Description	Service Level
City Hall **6330 Pine Avenue**	• 1ea. 3-Yard Container	• 5 times per week
City Maintenance Yard **5320 Gage Avenue**	• 2ea. Roll-Off Boxes	• On-Call
City Community Center **6250 Pine Avenue**	• 1ea. 3-Yard Container	• 5 times per week
Special Events	• Roll-Off Boxes • Cardboard trash/recycling receptacles with liners	• As Needed (no more then 3 events per year)

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Attachment E – Work Plan & Methodology

Attachment F – Good Corporate Citizen Statement

SOLID WASTE AND RECYCLING HAULER STATEMENT OF GOOD CITIZENSHIP

Good corporate citizens enhance Bell through employment practices:

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

Good corporate citizens enhance Bell through environmental responsibility:

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

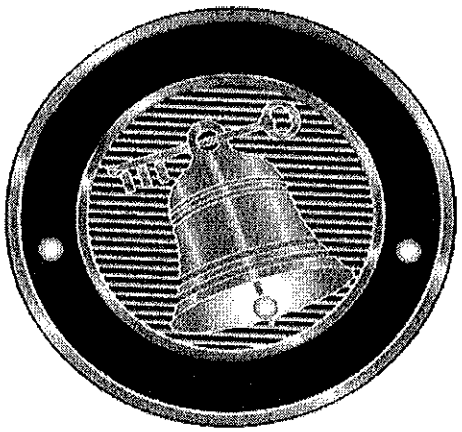
Good corporate citizens enhance Bell through excellent customer service practices:

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

Good corporate citizens enhance Bell through financial practice:

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

Attachment G – Draft Franchise Agreement



EXCLUSIVE FRANCHISE AGREEMENT

FOR COMPREHENSIVE SOLID WASTE SERVICES

BETWEEN

THE CITY OF BELL

AND

_____

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EXCLUSIVE FRANCHISE AGREEMENT
FOR COMPREHENSIVE SOLID WASTE SERVICES

THIS AGREEMENT is made and entered into effective the _____ day of _____ 2012, by and between the CITY OF BELL, a municipal corporation, hereinafter referred to as City, and _____, a California Corporation hereinafter referred to as Franchisee. City and Franchisee agree each with the other, that a period of seven (7) years from and after July 1, 2012, is the established term of this Agreement. Franchisee shall have sole right to collect, haul, and dispose of all solid waste and conduct a comprehensive recycling program in the City, through June 30, 2019, in accordance with the following terms and conditions. This exclusive franchise may be extended for up to three additional one (1) year terms at the mutual consent of the City and the Franchisee.

RECITALS

WHEREAS, Article XI, § 7 of the California Constitution authorizes cities to protect public health and safety by taking measures in furtherance of their authority over police and sanitary matters; and

WHEREAS, as further described below, due to the complex legal nature of solid waste collection and the need for an integrated waste management system which disposes of waste in a healthful and economic fashion, reduces generation and promotes reuse and recycling, limits the potential for waste to degrade water sources or contaminate the environment, City finds it necessary to award an exclusive franchise to a single franchisee, and for such privilege, and in consideration of Franchisee's obligations hereunder, City shall collect a franchise fee as provided herein; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, **("AB 939"** or the **"Act")** established a Solid Waste management process which requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices for Solid Waste attributed to sources within their respective jurisdictions; and

WHEREAS, California Public Resources Code § 40059 provides that aspects of Solid Waste handling of local concern include but are not limited to frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste services, and whether the services are to be provided by means of nonexclusive, partially exclusive or wholly exclusive franchise, contract, license or otherwise which may be granted by local government under terms and conditions prescribed by the governing body of the local agency; and

WHEREAS, the Federal Clean Water Act of 1972 establishes water quality standards for all contaminants in surface waters, requires the implementation of wastewater pollution control programs, and authorizes the National Pollutant Discharge Elimination System (NPDES) permit system to control water pollution by regulating point sources that discharge pollutants into waters of the United States, which stormwater programs are administered regionally through rules, regulations and mandates promulgated by the Los Angeles Regional Water Quality Control Board; and

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WHEREAS, City is obligated to protect the public health and safety of the residents and businesses in the City, and arrangements made by solid waste enterprises and recyclers for the collection of Residential and commercial Solid Wastes should be made in a manner consistent with the exercise of the City's police power for the protection of public health and safety; and

WHEREAS, City and Franchisee are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of Residential and commercial Solid Waste, including AB 939, the Resource Conservation and Recovery Act **("RCRA"),** 42 U.S.C. §§ 6901 et *seq.,* the Comprehensive Environmental Response, Compensation and Liability Act **("CERCLA"),** 42 U.S.C. §§ 9601 *et. seq.;* the Electronic Waste Recycling Act of 2003 (SB 20, Chapter 526, Statutes of 2003; SB 50, Chapter 863, Statutes of 2004; AB 575 Chapter 59, Statutes of 2011), laws governing Universal Waste, including, but not limited to, Universal Waste Electronics Devices **("UWED"),** non-empty aerosol cans, fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and any other lamp exhibiting a characteristic of a hazardous waste, batteries (rechargeable nickel-cadmium batteries, silver button batteries, mercury batteries, small sealed lead acid batteries, alkaline batteries, carbon-zinc batteries and any other batteries which exhibit the characteristic of a hazardous waste), mercury thermometers, mercury-containing switches; and

WHEREAS, City and Franchisee desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is the Franchisee, an independent entity, not City, which will arrange to collect Solid Waste from single family dwellings, multiple family dwellings, City and Commercial Customers in the City, transport for recycling and disposal and dispose of Solid Wastes which may contain small amounts of household products with the characteristics of hazardous wastes, collect and compost Green Waste and collect and recycle Recyclable Materials from single family dwellings, multiple family dwellings, City, and commercial customers in the City of Bell, and collect and recycle or dispose of Construction and Demolition Materials **("C&D Materials");** and

WHEREAS, City and Franchisee agree that, subject to City's exercise of its reserved flow control right under of this Agreement, the Franchisee will only utilize landfill or transformation facility destinations for the non-recyclable residential and commercial Solid Waste and Construction and Demolition Materials which Franchisee will arrange to collect, that City's Chief Administrative Officer has approved in writing. The Franchisee is free at all times to petition the City for the inclusion or addition of any lawfully permitted facility and nothing in this Agreement or other action of the City shall be construed to give rise to any inference that the City has any title, ownership or right of possession of such Solid Waste; and

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WHEREAS, Franchisee represents and warrants to City that Franchisee has the experience and qualifications to conduct recycling and waste diversion programs, to provide City with information sufficient to meet the City's reporting requirements to CalRecycle and any other State, County, or additional agencies with jurisdiction over the portion of the City's waste stream that is collected by the Franchisee, and that Franchisee shall submit any such data required by the City to meet its reporting obligations in a format approved by the City; and

WHEREAS, Franchisee represents that it employs qualified persons responsible for the day-to-day collection, safe transport, and disposal of Solid Wastes and that such persons will operate equipment and otherwise conduct all activities in a safe manner which shall minimize the adverse effects of collection vehicles on air quality and traffic, and that Franchisee has the ability to indemnify City in accordance with this Agreement; and

WHEREAS, the City Council finds and determines pursuant to California Public Resources Code § 40059(a)(1) that the public interest, health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, the implementation of measures consistent with the City's Source Reduction and Recycling Element, would be served if Franchisee were to be awarded an exclusive Franchise for collection, recycling, diversion and disposal of Solid Waste from Customers in the City,

NOW THEREFORE, in consideration of the promises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS; DELEGATION OF AUTHORITY.

1.1 General. Whenever any term used in this Agreement has been defined by the provisions of Chapter 8.24 of the Municipal Code or by Division 30, Part I of the California Public Resources Code, the definitions in the Municipal Code or the Public Resources Code shall apply unless the term is otherwise defined in this Agreement, in which case this Agreement shall control.

1.2 Definitions. Except as provided in Section 1.1, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms shall have the following respective meanings:

1.2.1 AB 939. "AB 939" means the California Integrated Waste Management Act of 1989, Public Resources Code Section 40000 *et seq.* and regulations promulgated thereunder, as amended from time, to time.

1.2.2 AB 939 Program Fee. "AB 939 Program Fee" shall mean that annual fee established by the City and collected from the Franchisee to fund the administrative and related costs of the City for compliance with the Waste Diversion mandates of the State, which fee shall be in the amount of one percent (1%) of Franchisee's Gross Receipts and is further described in Section 3.6.

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1.2.3 Agreed Upon Procedure. "Agreed Upon Procedure" shall mean the procedures and methodology approved by the City's Chief Administrative Officer for review and audit of Franchisee's financial records in connection with this Agreement.

1.2.4 Agreement. "Agreement" means this Agreement for Provision of Comprehensive Solid Waste Services.

1.2.5 Bin. "Bin" means any Solid Waste container of a capacity exceeding 100 gallons (i.e., a "dumpster") and provided to customers by Franchisee.

1.2.6 Bulky Waste. "Bulky Waste" means any large or small household appliance, electronic waste, universal waste, furniture, tires, carpet, mattress or similar large item discarded as Municipal Solid Waste from a Single-Family Residential Unit or Multi-Family Residential Unit.

1.2.7 Cart. "Cart" means any molded Container provided by City or Franchisee of a size not to exceed 100 gallons with two or more wheels for easy carting by an individual.

1.2.8 Chief Administrative Officer. "Chief Administrative Officer" means the Manager of the City or his or her designee(s).

1.2.9 City. "City" means the City of Bell, a municipal corporation organized under the laws of the State of California, and all of the territory lying within the municipal boundaries of the City as presently existing and, subject to the provisions of Section 3.1.3, all geographic areas which may be added or annexed thereto during the Term of this Agreement.

1.2.10 City Facility. "City Facility" means any building, park or other site owned, leased or used by the City.

1.2.11 Commercial and Industrial Units. "Commercial and Industrial Units" shall mean the Premises of a business that is not a City Facility, Single-Family Residential Unit or Multi-Family Residential Unit.

1.2.12 Compensation Schedule. "Compensation Schedule" shall mean that set of prices established by the City to compensate the Franchisee for the full costs of the collection, processing, recycling, composting, and/or transformation or landfill disposal of solid wastes, inclusive of all City fees and program costs.

1.2.13 Construction and Demolition Debris. "Construction and Demolition Material" or "C&D Material," means any combination of building materials and Solid Waste resulting from construction, remodeling, repair, cleanup, or demolition operations as defined in California Code of Regulations, Title 22 Section 66261.3 *et seq*. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting; plastic pipe and steel. The material may be commingled with rock, soil, tree stumps; and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

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1.2.14 Contract Year. "Contract Year" means each annual period starting from the Effective Date and recurring thereafter from the Effective Date's anniversary.

1.2.15 County. "County" means the County of Los Angeles.

1.2.16 Curbside Recycling Fee. "Curbside Recycling Fee" shall mean that percentage of shared revenue, Gross Receipts, or other compensation from the sale, barter, or otherwise obtained by Franchisee due to the Franchisee's status as operator of the City of Bell's curbside recycling program, paid to the City on a schedule established herein.

1.2.17 Day. "Day" means calendar day, unless otherwise stated in this Agreement.

1.2.18 Disposal Fee. "Disposal Fee" means those costs imposed at the Disposal Site for the handling or dumping of Solid Waste collected by Franchisee.

1.2.19 Disposal Site. "Disposal Site" means a permitted Solid Waste facility, transfer station, Material Recovery Facility or pre-processing facility.

1.2.20 Effective Date. The term "Effective Date" means the date established herein for closing, which date shall be entered on the first page hereof. To this end, the Parties shall arrange a closing within thirty (30) business days after this Agreement has been approved, at which closing the Parties shall personally meet for the execution and delivery of all documents and delivery of the Fee Payment as defined in Section 4.2 herein. The date that this Agreement shall be considered to be validly approved and in effect will be deemed to be the date of the Closing; should the Closing not be held within said thirty (30) days, or should delivery of all documents and Fee Payment not be timely completed, this Agreement shall be void ab initio and of no force or effect. Notwithstanding the validity of this Agreement from Closing, services under this Agreement shall not commence until the Franchise Start Date, nor shall the term commence until said date.

1.2.21 Franchisee. "Franchisee" means _____.

1.2.22 Franchise Documents. "Franchise Documents" means Chapter 8.24 as the same exists or may be amended in the future of the Municipal Code of the City of Bell, this Agreement, and any exhibits hereto.

1.2.23 Franchise Fee. "Franchise Fee" shall mean an amount paid monthly to City equal to Ten Percent (10%) of Gross Receipts collected during the preceding month for any franchise service, or related service, provided under this Agreement. The term Gross Receipts is defined below and by "gross" means all revenues of any nature whatsoever and is not subject to any percentage reduction or "net-of-fees" computation without the express approval of the City Council.

1.2.24 Franchise Start Date. The date on which the exclusive franchise granted by the Agreement commences to start, which date shall be midnight of July 1, 2012. The Franchise Start Date will commence on July 1, 2012 regardless of the date of the Effective Date of this Agreement.

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1.2.25 Franchise Term. The term of the exclusive franchise granted to Franchisee by this Agreement, which Franchise Term shall commence on the Franchise Start Date (midnight, July 1, 2012) and continue until June 30, 2019, and may be increased by three additional one-year terms by mutual consent of the Parties.

1.2.26 Green Waste. "Green Waste" means any and all forms of biodegradable plant material which can be placed in a covered Container, such as wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, prunings, brush, and weeds as well as green waste. Tree stumps and limbs greater than three (3) inches in diameter are excluded unless they are reduced to a chipped form; otherwise, such large portions of Green Waste shall be considered Bulky Waste.

1.2.27 Gross Receipts. "Gross Receipts" means all monies, consideration and revenue received by Franchisee in connection with the services carried out under this Agreement, whether for residential or commercial services, all revenues from special services or pickups, and any monies received by Franchisee in the operation of this Franchise, and shall include all Tipping Fees or other fees and/or taxes charged to and collected by Franchisee and thereafter passed-on to Franchisee's customers under this Agreement. Notwithstanding the foregoing, Recycling Revenues are not included in Gross Receipts in accordance with Section 6.7.5.

1.2.28 Hazardous Waste. "Hazardous Waste" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.* (42 U.S.C. § 6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.* (42 U.S.C. § 9601); (xiii) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*; or (xiv) defined as such or regulated by any

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"Superfund" or "Superlien" law, or any other Federal, State or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

1.2.29 Hazardous Waste Program Fee. "Hazardous Waste Program Fee" shall mean that annual fee established by the City and collected from the Franchisee to fund programs established by City pursuant to the Federal Clean Water Act of 1987, program related to responsible HHW management, program related to responsible medical waste management, and the general administrative and reporting costs of the City related to compliance hereto.

1.2.30 Holiday. "Holiday" means holidays prescribed by the City of Bell specific to Franchisee service. These prescribed holidays include: New Year's Day, Labor Day, Veteran's Day, Memorial Day, Thanksgiving Day, Independence Day, Christmas.

1.2.31 Household Hazardous Waste or HHW. "Household Hazardous Waste" or "HHW" shall mean that waste resulting from products purchased by the general public for household use which, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed, or otherwise managed.

1.2.32 Household Waste. "Household Waste" shall mean that waste normally generated by a Single-Family Residential Unit or a Multi-Family Residential Unit.

1.2.33 Infectious Waste. "Infectious Waste" means waste capable of producing an infection or pertaining to or characterized by the presence of pathogens including, but not limited to, certain wastes generated by medical practitioners, hospitals, nursing homes, medical testing labs, mortuaries, taxidermists, veterinarians, veterinary hospitals and medical testing labs and any waste that includes animal wastes.

1.2.34 Materials Recovery Facility. "Material Recovery Facility or MRF" shall mean a transfer station which is designed to, and as a condition of its permit, shall, recover for reuse or recycling, at least fifteen percent (15%) of the total volume of material recovered by the facility as set forth in Public Resources Code Section 50000(a)(4).

1.2.35 Maximum Rate Schedule. "Maximum Rate Schedule" means that schedule of rates charged to Residential Units and Commercial and Industrial customers located in the City by Franchisee for Franchisee's waste hauling services, which Maximum Rates are effective as of the Effective Date of this Agreement and attached hereto as Exhibit "A" (Exhibits C1, C2, C3, and C4 to the RFP).

1.2.36 Multi-Family. "Multi-Family" means a development of five (5) or more Residential Units, including a condominium project, duplex, townhouse project, apartment house, or mobile home park, irrespective of whether residence therein is transient, temporary or permanent, such that all Residential Units dispose of Solid Waste and/or Recyclable Materials in a communal Bin(s) at centralized locations.

1.2.37 Oil Waste. "Oil Waste" means used motor oil and used oil filters.

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1.2.38 NPDES Program Fee. "NPDES Program Fee" means the annual fee established by the City and collected from the Franchisee to fund the administrative and related costs of the City to achieve compliance with the Clean Water Act of 1972, including those portions governing the National Pollutant Discharge Elimination System enacted to eliminate discharges into the Nation's waterways, including storwaters, and the rules, regulations and other mandates promulgated by the Los Angeles Regional Water Quality Control Board and other governmental entities to comply therewith and with other similar Federal and State laws, which Fee is further described in Section 3.4, "Storwater Program."

1.2.39 Owner. "Owner" means the person, organization or corporation holding the legal title to the real property constituting the Premises to which solid waste management services are provided or required to be provided. For the purposes of provisions in this Agreement pertaining to the sending of notices, billings or other communications by Franchisee to an Owner, Franchisee may regard as the Owner the person, organization, corporation or other entity shown in the records of the Assessor of the County or as may be indicated by documents recorded in the Office of the Recorder of the County.

1.2.40 Premises. "Premises" means any parcel of land, building(s) and/or structure(s), or portion thereof, in the City where Municipal Solid Waste is produced, generated or accumulated and which is billed as one customer or one Multi-Family complex.

1.2.41 Proposition 218. "Proposition 218" means Articles XIIIC and XIIID of the California Constitution and any implementing legislation promulgated thereunder, as may be amended from time to time.

1.2.42 Recyclable Container. "Recyclable Container" shall mean any Bin or Cart provided by the City or Franchisee for the collection of Recyclable Materials.

1.2.43 Recyclable Materials. "Recyclable Materials" means any product salvaged or collected for the purpose of reprocessing or remanufacturing including, but not limited to, glass, newsprint, aluminum, cardboard, plastics or metal.

1.2.44 Residential Unit. "Residential Unit" shall mean any individual dwelling unit used for or designated as a single-family residential as either (i) a Single Family Unit or (ii) a single unit in a Multi-Family Unit.

1.2.45 Single-Family. "Single-Family" means Premises used or designated for residential use and consisting of four (4) or fewer Residential Units, such that each Residential Unit receives its own set of Carts and individual curbside collection services therefore.

1.2.46 Solid Waste. "Solid Waste" means all solid wastes generated by residential, commercial, and industrial sources, and all solid waste generated at construction and demolition sites, and at treatment works for water and waste water, which are collected and transported under the authorization of the City or are self-hauled by residents or contractors. Municipal Solid Waste does not include agricultural crop residues, mining waste and fuel extraction waste, forestry wastes, ash from industrial boilers, furnaces and incinerators or Hazardous Waste, any waste which is not permitted to be disposed of at a Class III landfill and

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which fall within the definition of "Nonhazardous Solid Waste" set forth in Title 23, Chapter 15, Section 2523(a) of the California Code of Regulations as amended or designated Class II wastes.

1.2.47 Storwater Programs. "Stormwater Programs" means and includes, but are not limited to, education of customers, street sweeping and sidewalk cleaning, bus shelter cleaning, promotional activities, recycling and other Waste Diversion efforts, and waste water treatment.

1.2.48 Source Reduction. "Source Reduction" means the process of reducing the amount of waste produced by the person or organization generating such waste. Source Reduction occurs through the use of alternative goods and products and/or the reuse of goods and products.

1.2.49 Source Separated. "Source Separated" describes the segregation, by the generator, of materials designated for separate collection for some form of materials recovery or special handling.

1.2.50 Term. "Term" means the effective period of this Agreement as defined in Section 4.1.

1.2.51 Tipping Fee. "Tipping Fee" is the common name for and has the same meaning as Disposal Fee.

1.2.52 Waste Diversion or Diversion. "Waste Diversion" or "Diversion" means to divert from Disposal Sites or transformation facilities (including incineration, pyrolysis, distillation, gasification or biological conversion) through source reduction, Recycling and composting, as provided in Section 41780 of the Act, provided that "Divert" or "Diversion" shall include delivery to transformation facilities if the overall Diversion achieved by the Town is at a level where delivery to such facilities shall be considered Diversion pursuant to the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 *et seq.*

1.3 Delegation of Authority. The administration of this Agreement by the City shall be under the supervision and direction of the Chief Administrative Officer and the actions specified in this Agreement shall be taken by the Chief Administrative Officer and/or his or her designee.

ARTICLE II
FRANCHISE DOCUMENTS

2.1 Documents. The Franchise Documents consist of Chapter 8.24 as the same exists or may be amended in the future of the Municipal Code of the City of Bell, this Agreement, and the work plan component of the proposal response of the selected firm awarded the Franchise (attached as Exhibit "C" hereto). All of the provisions of the Franchise Documents are incorporated and made a part of this Agreement as though set forth in full. Nothing shall prevent the City from amending Chapter 8.24 of the Municipal Code or from adopting such other and further legislation as the City deems necessary or appropriate; provided, however, that the City shall give Franchisee ten (10) days, notice prior to considering any amendment to Chapter 8.24, if such amendment would affect costs of revenue under this Agreement; provided, however, failure to give such notice shall not invalidate the amendment.

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ARTICLE III
GRANT OF FRANCHISE; SCOPE OF FRANCHISE; EXCLUSIONS

3.1 Grant of Franchise.

3.1.1 General Grant. The City grants to Franchisee and Franchisee shall have during the Franchise Term, the exclusive franchise, right, license and privilege (except as provided in Section 3.2 below) to engage in, the business of collecting and transporting all Solid Waste and Recyclable Materials generated within the City of Bell. It is expressly understood that the Solid Waste management business is conducted by Franchisee and not City, and while City grants the right to conduct the business within the terms of this Agreement, the Franchisee must determine what personnel to employ, terms and conditions of employment, what equipment to utilize and at what cost, rates and charges to establish for customers and all methods, costs, obligations and mechanisms to undertake the terms of the franchise.

3.1.2 Duty. To the extent that the franchise granted hereby is exclusive, it shall be so only if Franchisee is and shall be at all times ready, willing and able to perform its obligations under this Agreement, including but not limited to, collecting, transporting and disposing of all Solid Waste generated within the City in accordance with the provisions of this Agreement and all applicable laws, rules and regulations.

3.1.3 Annexations. This Agreement shall extend to any territory annexed to the City during the Term that is not covered by an existing Solid Waste permit, license, agreement or franchise granted by another public entity shall be added hereto, except to the extent that collection by Franchisee within that annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and City agrees that it shall cooperate with Franchisee to fulfill any requirement necessary for Franchisee to serve the annexed area consistent with this Section 3.1.3.

3.2 Scope of Franchise; Mandatory Service And Exclusions. The franchise granted to Franchisee shall be exclusive within City limits such that Franchisee shall be the sole provider of general Solid Waste and Recyclable Materials hauling services to City residents and businesses. To this end, at all times during the Term of this Agreement the City shall require the Owner of each Single-Family Residential Unit, Multi-Family Residential Unit, Commercial Unit and Industrial Unit where Solid Waste is produced to subscribe to the collection service provided for in this Agreement and in Chapter 8.08 of the Municipal Code. The hauling services franchise herein granted shall be subject to the following exclusions:

3.2.1 Intergovernmental Immunity. All (i) universities, (ii) school districts, (iii) other State agencies, (iv) any other governmental entity that is not subject to the City's police powers, and (v) the exclusivity provisions of any ordinance to be adopted by the City;

3.2.2 Self Hauling Exclusions. Self-hauling by City residents and contractors within the City who may elect to opt out of the services provided for by the Franchisee include the following:

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(a) *Construction and Demolition Waste.* The collection, recycling and/or disposal of Construction and Demolition Waste from Customers through the use of debris boxes or other Bins by a licensed contractor (e.g. a roofing contractor) performing work within the scope of the contractor's license, using equipment owned or leased by the contractor, is not within the scope of this Agreement. In addition the collection, recycling, and/or disposal of Construction and Demolition Waste that requires the use of am affixed container or other specialty vehicles not provided by the Franchisee is also not within the scope of this Agreement. All excluded contractors or specialty vehicle operators must operate in accordance with all governing laws and regulations and submit reports required by City in order to legally haul in the City of Bell; and

(b) *Gardeners and Landscapers.* This Agreement shall not prohibit gardeners and landscapers from collecting, transporting and composting or disposing of Green Waste, as long as they transport such Green Waste to a Green Waste Processing Facility, or other site permitted (or exempt from permitting) by CalRecycle, or its successor agency, in accordance with all governing laws and regulations and submit reports required by City; and

(c) *Sale or Gift of Recyclable Materials.* This Agreement does not prohibit any person from selling Recyclable Materials or giving Recyclable Materials away to persons or entities other than the Franchisee; however, in either instance: (1) the Recyclable Materials must be segregated from and not mixed with Solid Waste; and (2) the segregated solid waste material cannot have a contamination level of greater than 10%, measured by weight or volume. Specifically "contamination" would encompass any putrescible or non-putrescible material not specifically targeted for segregation. A discount or reduction in price for collection, disposal and/or recycling services for any form of unsegregated or segregated Solid Waste, regardless of contamination level, is not a sale or donation of Recyclable Materials and such Solid Waste does not qualify for this exception; and

(d) *Other Services; Niche Recycling Services.* City reserves the right to enter into agreements with other entities for the collection, recycling, and disposal services not provided for in this Agreement, including but not limited to catch basin clean-outs, household hazardous waste collection, and "niche" recycling services which Franchisee does not currently provide; and

(e) *Recyclable Materials Drop Off.* Recyclable Materials not "discarded" by an Owner of Premises which is disposed of at legally mandated public redemption centers that comply with all reporting and other requirements imposed by any political entity having jurisdiction over those redemption centers; and

(f) *Emergency Collections.* The casual or emergency collection, removal, disposal or Diversion of Solid Waste by the City through City officers or employees in the normal course of their employment; and

(g) *Legally-Required Exemptions.* Other collection, removal or disposal activities required to be exempt from mandatory franchise services pursuant to law, or entities exempt from such franchise pursuant to State or Federal law, including but not limited to Non-City governmental entities located within City boundaries.

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3.3 **Franchise Fee**. Franchisee shall pay a monthly fee to City equal to Ten Percent (10%) of Gross Receipts collected the preceding month for any franchise service, or related service, provided under this Agreement. This franchise fee is not subject to any percentage reduction or "net-of-fees" computation without the express approval of the City Council. Franchise Fee fees are due 30 days after each preceding month's end, up to and including the final month of this Agreement. Any under-payment or non-payment of franchise fees is subject to a late payment penalty of 1 ½% per month, or any fraction of a month beyond the prescribed due date. This is an agreed upon penalty that is cumulative upon any balances owing or subsequently found as owing through audit or other means.

3.4 **NPDES Program Fee**. In addition to the Franchise Fee required to be paid by Franchisee as provided in Section 3.3, Franchisee shall pay an NPDES Program Fee monthly to the City. This NPDES Program Fee shall be equal to ten percent (10%) of Franchisee's Gross Receipts and payable to the City under the definitions, terms, and conditions applied to the Franchise fee in Section 3.3. Regulations promulgated by the Los Angeles Regional Water Quality Control Board under the Federal Clean Water Act mandate that cities and their residents must take additional steps to prevent contaminated water runoff. Consistent with the City's current NPDES programs, funds collected through this NPDES Program Fee will be applied toward the City's Stormwater Programs to prevent and/or reduce the contamination of storm drain runoff water. Examples of efforts by the City may include, but are not limited to, education of customers, street sweeping and sidewalk cleaning, bus shelter cleaning, promotional activities, recycling and other Waste Diversion efforts, and waste water treatment.

3.5 **Curbside Recycling Fee.** Franchisee shall pay an amount equal to 30% of the Gross Receipts or other compensation received regardless of form it derives from the sale, barter, or otherwise obtains due to the Franchisee's status as operator of the City of Bell's curbside recycling program. Such payments will be made to the City on a quarterly basis, 30 days after each preceding quarter, up to and including the final quarter of this Agreement. Such payments are to be accompanied by data in a report form as designated by the City. Under-payment or non-payment shall also be subject to the 1 ½% penalty as established in Article 3.3 hereto.

3.6 **Annual Program Fees**. Franchisee shall make the following annual payments to the City on the anniversary date of the Effective Date this Agreement. Failure to make annual payments on the prescribed date is considered a material breach of this Agreement:

(a) *AB 939 Program Fee*. An "AB939 Program Fee" in the amount of one percent (1%) of Franchisee's Gross Receipts is to be remitted by the Franchise on an annual basis to reimburse the City for costs related to compliance with State recycling mandates, public education, City staff expense for oversight and review of Franchisee recycling activities, and the cost of professional consulting services determined as necessary and/or beneficial by the City.; and

(b) *Performance Audit Program Fee.* An annual payment in the amount of one percent (1%) of Franchisee's Gross Receipts for a third-party review and audit of Franchisee performance, record keeping, and fee calculations. Such an audit will verify the accuracy of franchise and curbside recycling fee payments as well as the Franchisee's

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implementation of programs, maintenance of records, and general compliance with the terms of this Agreement.; and

(c) *Hazardous Waste Program Fee*. An annual payment in the amount of one percent (1%) of Franchisee's Gross Receipts to offset City costs for programs related to water quality, illegal dumping, household hazardous waste, electronic and universal wastes, and/or medical waste/medications.

3.7 Accompanying Information. Each payment of the Franchise Fee and Curbside Recycling Fee shall be accompanied by a statement setting forth the Franchisee's computations and the total of fee due. Each statement shall include the following certification executed by an officer of the Franchisee: "I hereby certify that the foregoing statement is made by me, that I am authorized to make such statement, and that, to the best of my knowledge and belief, it is true, correct and complete."

ARTICLE IV
TERM OF AGREEMENT

4.1 Term And Franchise Term. The term of this Agreement shall commence on the Franchise Start Date (midnight, July 1, 2012) and continue until June 30, 2019 (the "Term"). The City and the Franchisee may mutually consent to extend this Agreement by three additional one-year periods, thus creating a maximum ten-year Term.

4.2 Conditions to Effectiveness of Agreement. The following actions shall constitute conditions precedent to the effectiveness of this Agreement:

(a) The approval, execution and effectiveness of this Agreement shall have been successfully completed as described in Section 1.2.20 hereof; and

(b) In exchange for a the City granting the franchise pursuant to this Agreement, Franchisee shall pay to City a one-time administrative fee, to be paid no later than fifteen (15) days from execution of the Franchise Agreement by Franchisee, to reimburse the City for all costs related to the preparation of the Request for Proposals that led to the selection of the Franchisee, and the City's legal fees (attorneys' fees and costs) and professional fees (consultant fees and costs), incurred in the negotiation, research and drafting of this Agreement which amount shall be Forty Thousand Dollars ($40,000) (the "Fee Payment").

4.3 Representations and Warranties of Franchisee.

4.3.1 Corporate Status. Franchisee, doing business as _____, a company duly organized, validly existing and in good standing under the laws of the State of California. Franchisee is qualified to transact business in the State of California and has the corporate power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

4.3.2 Corporate Authorization. Franchisee has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Franchisee (or the shareholders if necessary) have taken all actions required by law, its articles of incorporation, its

bylaws or otherwise, to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Franchisee have authority to do so. Entering into this Agreement does not violate any provision of any other Agreement to which Franchisee is bound.

4.3.3 No Criminal Convictions. Franchisee represents and warrants that none of its officers or directors have been found guilty of felonious conduct, bribery of public officials, fraud, deceit, false claims, racketeering or illegal transport or disposal of Hazardous Waste. The term "found guilty" shall be deemed to include any judicial determination of guilt including, but not limited to, pleas of "guilty", "nole contendere", "no contest" or "guilty to a lesser charge" entered as part of a plea bargain.

4.3.4 No Prior Terminations for Misconduct. Franchisee represents and warrants that no prior agreement to which Franchisee was a party was terminated for misconduct or cause by the Franchisor.

4.3.5 Accuracy of Representations. The representations and warranties made by Franchisee in this Section 4.3 above are true and correct on and as of the Effective Date of this Agreement.

4.4 Extension of Franchise for Bid Process. Franchisee agree to comply with Section 11.12 herein by executing a temporary extension of services under this Agreement at then prevailing rates for a period up to one year after the end of the Term, and to comply with the other requirements of Section11.12, in order to permit the City a reasonable time to conduct a bid process for new Solid Waste management services.

ARTICLE V
SERVICES OF FRANCHISEE

5.1 General Standards. The work to be performed pursuant to this Agreement shall include the furnishing of all supervision, labor, materials, equipment, tools, expertise and any other items necessary to perform the services described in this Agreement. All work shall be accomplished in a courteous, thorough and workmanlike manner and adhere to the highest standards consistent with the best practice in the industry.

5.2 Standards of Performance.

5.2.1 Availability of Franchisee. Franchisee has established, and shall continue to maintain a local office for the purpose of receiving customer payments and handling customer inquiries, orders and complaints. The "local" office must remain in a location within fifteen (15) miles of the City boundary and having the same telephone area code as that existing in the City. The local office shall be open to the public between the hours of 8:00 a.m. to 5:00 p.m., five (5) days per week, Monday through Friday, Holidays excepted. A representative of Franchisee shall be available during office hours for communication with the public at such local office. Additionally, the Franchisee shall continue to employ the services of a telephone answering exchange for calls during non-business hours and provide a telephone system sufficient and adequate to handle calls during peak periods. The Franchisee shall provide the City's Chief Administrative Officer and the City's Police and Fire Departments with any updated emergency

telephone numbers. Franchisee shall have a representative or answering service available at said telephone number during all hours other than normal office hours.

5.2.2 Citizen Complaints. The Franchisee shall respond to all complaints within twenty-four (24) hours and shall exercise due diligence to resolve all complaints. The City may, but is not obligated to, respond to complaints that have not been resolved within twenty-four (24) hours and may charge the Franchisee for the actual costs incurred therefor. In connection herewith, Franchisee shall adequately staff its telephone system so that it is capable of handling all calls during peak business hours.

5.2.3 Record of Complaints. Franchisee shall maintain a record of all complaints received by mail, by telephone or in person (including date, name, address of complainant and nature of complaint) for a period of three (3) years. Franchisee will maintain records listing the date of consumer complaints, the customer, describing the nature of the complaint or request, and when and what action was taken by the Franchisee to resolve the complaint.

5.2.4 Disputes. Disputes between the Franchisee and its customers regarding the services provided in accordance with this Agreement may be resolved by the City; provided, however, the City shall not be obligated to resolve any such disputes. The City Council by resolution may prescribe the procedures for processing customer complaints. The City's decision shall be final and binding unless challenged in a court of competent jurisdiction.

5.2.5 Record of Non-Collected Materials. The Franchisee shall notify customers in the event any item left for disposal is not picked up. Said notification shall be in writing, state Franchisee's telephone, address and shall give the reason for non-collection. Reasons for non-collection may include, but are not limited to the following: containers inaccessible to Franchisee (after Franchisee has made a reasonable effort to secure access); improper container; container overfilled; heavy container; or, the container includes Hazardous Waste. The Franchisee shall maintain a record of all items not collected and provide a copy of said record to the Chief Administrative Officer or his or her designee on a monthly basis.

5.2.6 Property Damage Caused by Franchisee. The Franchisee shall be responsible for the cost of repairing any property damaged by the negligent or intentional conduct of its employees or agents.

5.2.7 Quality of Service Surveys. The City requires that the Franchisee provide at its own expense, twice annually a "quality of service" survey of Franchisee's customers during the term of the Agreement. Prior to finalizing the survey form, the City shall review the survey with the Franchisee. Results of the quality of service survey shall be reviewed with the Franchisee and used to discuss improvements in service delivery.

5.2.8 Collection Route Audits. The City reserves the right to conduct audits of Franchisee's collection routes. The Franchisee shall cooperate with the City in connection therewith, including permitting City employees or agents, designated by the City, to follow behind the collection vehicles, and/or to dump the loads from targeted collection routes at a material recovery facility designated by the City, in order to determine waste composition. The

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Franchisee shall have no responsibility or liability for the salary, wages, benefits or worker compensation claims of any person designated by the City to conduct such audits. The Franchisee will required to pay the tipping fee at a City designated material recovery facility, for the purposes of a route audit, up to the amount contractually paid by the Franchisee at the designated material recovery facility authorized under this Agreement. It will be the City's responsibility to pay any additional tipping fees.

5.2.9 Curbside Recycling Audits. Franchisee is required to conduct quarterly waste composition audits, at no charge to the City, of the solid waste collected from residents in curbside recycling containers. The purpose of this audit is to establish the materials, and their relative percentages by weight, in the residential curbside waste stream. The City and/or its designee shall have the right to be present to oversee the Franchisee while this audit is conducted.

5.2.10 "On-Call" Equipment and Personnel. During normal business hours, the Franchisee shall have "on-call" at least one (1) truck to handle called-in pick-ups or missed collections. After normal business hours, the Franchisee shall have "on-call" the necessary manpower and equipment to respond to customer emergencies that are an immediate threat to life or property. Franchisee's on-call equipment and personnel shall also be available to assist the City with debris collection and removal within a reasonable time resulting from emergencies and natural disasters, excepting that nothing in this Section shall require Franchisee to collect, haul or dispose of waste that Franchisee is not permitted to handle.

5.2.11 Emergency Services. Franchisee shall assist City in the event of terrorist attack or major disaster, such as an earthquake, storm, riot or civil disturbance, by providing collection vehicles and drivers normally assigned to the City, at Franchisee's actual costs. Franchisee shall cooperate with City, county, State and Federal officials in filing information related to a regional, State or Federally-declared state of emergency or disaster or terrorist attack as to which Franchisee has provided equipment and drivers pursuant to this Agreement.

5.3 Hours of Operation.

5.3.1 Residential Hours. Collection services at each Single-Family Residential Unit and Multi-Family Residential Unit shall not start before 7:00 a.m. nor continue after 5:00 p.m. of any day.

5.3.2 Commercial Hours. Collection services at Commercial and Industrial Units shall not start before 7:00 a.m. nor continue after 5:00 p.m. of any day.

5.3.3 Revisions to Hours. City may, from time to time, revise the collection hours specified in Sections 5.4.1 and 5.4.2 of this Agreement by duly adopted resolution.

5.4 Residential Collections.

5.4.1 Residential Service. Collection service for Single-Family Residential Units and Multi-Family Residential Units shall occur at least once per week on a schedule approved by the Chief Administrative Officer. Holiday make-up collections shall occur within one business day of the Holiday on which pickup was not performed.

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5.4.2 Collection Quantities. The basic service level and rates specified in the Compensation Schedule shall be the default collection quantity. For single-family residential customers, and multi-family customers as designated by the City, that is the designated 95 gallon refuse, 64 gallon recycling, and 64 gallon green waste Carts listed therein. For multi-family, commercial, and industrial customers that is a three-cubic-yard bin. Collection of lesser or additional collection quantities, including the use of alternatively sized containers shall be the right of the Franchisee's customers, provided the container size is listed in the Compensation Schedule and ascribed a specific franchise rate, and that any lesser service collection quantity is reasonably compatible with the customer's waste generation quantities. The City shall be the ultimate arbiter of collection quantity disputes between the Franchisee and its customers.

5.4.3 Containers.

(a) *Multi-Family Containers & Collections.* Multi-Family complexes utilize one or more Provided Container(s) (generally at least one Bin for Solid Waste) located at a central on-site location and shared by multiple Residential Units. The location of containers and the location for automated collection therefrom in Multi-Family complexes shall be mutually-agreed as between the Multi-Family site management and Franchisee, excepting that any storage or placement of Multi-Family containers in public streets or rights-of-way shall be subject to the prior written approval of the City. Multi-Family complexes consisting of five (5) units or more are required to recycle pursuant to AB 341 (2011) and must either utilize Recyclable Containers or subscribe to refuse collection service that includes material recovery facility processing of all said refuse.

(b) *Residential Containers & Collections.* Automated collections for residential units (i.e., stand-alone Single-Family Units or Multi-Family units designated by City as eligible for Cart services) shall be made from the curbside or from alleyways adjacent to the Residential Unit. Residents may elect to place containers at an alternate collection location, if approved by City, provided that the placement and retrieval of containers complies with the requirements of the Municipal Code. Each Single Family unit shall receive from City, at a minimum, one Solid Waste Cart, one Recyclable Cart, and one Green Waste Cart.

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

(a) *City-Wide Newsletter.* Franchisee shall prepare a semi-annual newsletter to be distributed to all residents in the City subscribing to Franchisee's hauling services. The City-wide newsletter shall be mailed to Franchisee's customers within two months of the anniversary date of this Agreement, and approximately six months thereafter, and shall be subject the review and approval by the City prior to each distribution. The newsletter shall discuss various important topics in waste management, including but not limited to local Recycling programs, proper household waste and oil waste management, source reduction

opportunities, and important developments in waste management practices that are pertinent to City residents.

(b) *Franchisee Website.* Franchisee shall develop and maintain an up-to-date website about Franchisee, its services, the parameters of any Recycling or source reduction programs administered by Franchisee, and a description of any methods by which residents can contribute to higher levels of Recycling and source reduction.

(c) *Bulky Waste Program.* Franchisee shall implement that Bulky Waste outreach programs described in Section 5.7 hereof.

(d) *Waste Diversion Outreach.* Franchisee shall implement those educational efforts regarding Waste Diversion and strategies therefore as described in Section 6.6 hereof.

(e) *Billing Changes.* Franchisee will implement a new billing services as described in Section 9.5 hereof. Franchisee shall give all customers at least two (2) written notifications over a sixty (60) day period prior to commencing such billing. The notices shall be reviewed and approved by the City.

(f) *Household Hazardous Waste and Oil Waste.* Franchisee shall implement public outreach efforts regarding Household Hazardous Waste and Oil Waste established in cooperation with the City. Such effort will include not less than two general mailing each year of City approved billing inserts publicizing household hazardous waste and oil waste collection events.

(g) *Billing Inserts.* Franchisee shall include any City requested billing insert, at no cost to the City or any customer of the Franchisee, for the term of this Agreement, provided said insert does not increase the Franchisee's cost of postage.

5.4.5 Collection Schedule.

(a) *Notice of Residential Collection Schedule.* Once annually, Franchisee shall provide written route schedules and maps of the routes to the City's Chief Administrative Officer.

(b) *Changes in Residential Collection Schedule.* Any changes in the route schedule shall require the prior written approval of the Chief Administrative Office. City may require changes in the route schedule for among other things, to improve service or resolve complaints. Prior to the change of a route schedule, Franchisee shall provide written notice of the change to affected customers thirty (30) days in advance.

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5.5 Commercial and Industrial Collections.

5.5.1 Frequency of Commercial and Industrial Service. Commercial and Industrial Units shall be provided with a minimum one-time weekly collection. Commercial and Industrial Units may share containers with neighboring business establishments provided that all sharing units share the same Premises.

5.5.2 Commercial and Industrial Collection Locations. Unless expressly instructed by the City, Franchisee shall provide containers only to those Commercial or Industrial Units that provide an appropriate location for such container in accordance with the Municipal Code.

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

5.7 Collection of Bulky Waste.

5.7.1 Residential Bulky Waste. Franchisee shall provide Bulky Waste collection to both single and multi-family residential customers, at no additional charge, on a once per month basis. As noted in section 1.2.6 of this Agreement, Bulky Waste as defined by the City shall include electronic and universal waste items. A Customer shall have the right to twelve (12) Bulky Items pickups per year, with up to five (5) items per pickup. Such pickups shall take place on a scheduled collection day each month (i.e. last Saturday of the month) so as reduce resident confusion. Franchisee will establish the bulky waste collection schedule with the Chief Administrative Officer prior to each contract year. Franchisee will include this schedule of bulky waste collection in their residential customer billings.

5.7.2 Special Bulky Waste Collections. The Franchisee will also provide a bulky item service call-in program, provided the resident receives such service within 48 hours of initial contact or on the specific day they are instructed to place their item(s) out for collection. The resident shall be charged a fee for such service as described in Exhibit "A."

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

5.8 Christmas Tree Pickup. Franchisee agrees to collect Christmas trees at no additional charge to residents for a four (4) week period beginning December 26th of the applicable calendar year.

5.9 Free Service to City Facilities. The Franchisee shall collect not less than once per week, at no cost to the City, all Solid Waste, Green Waste and Construction and Demolition

Debris from City Hall (6330 Pine Avenue), the City Maintenance Yard (5320 Gage Avenue), and the City Community Center (6250 Pine Avenue), or such other locations as the City may additionally designate, utilizing container sizes and following a collection schedule as determined by the City.

5.10 Development Review. Franchisee, upon City's request, shall assist the City in the review of applicants' plans for projects covered by Public Resources Code § 42911, including commercial and multi-family projects, to provide for effective and economical accumulation and collection of Solid Waste, Organic Waste and Recyclable Materials.

5.11 Good Corporate Citizenship. Franchisee's commitment to good corporate citizenship as the holder of an exclusive franchise in the City is set forth in Exhibit "D."

ARTICLE VI
WASTE DIVERSION.

6.1 Solid Waste Diversion. AB 939 currently sets the directive of diverting fifty percent (50%) of the City's Solid Waste. If the City fails to implement its required plans to achieve the aforementioned directive under AB 939, the California Integrated Waste Management Board ("Board") may impose administrative civil penalties of up to TEN THOUSAND DOLLARS ($10,000.00) per day until the City implements its plans. The City requires the franchisee to meet or exceed this State mandate by diverting fifty percent (50%) of the solid waste collected under this franchise agreement. Furthermore, City anticipates that the State Legislature will adopt new legislation that will increase the minimum diversion requirement. Upon the effective date of any new legislation that affects the diversion requirements currently imposed by AB 939, Franchisee agrees to implement a revised or new diversion program meeting such amended legislative requirements. Failure to implement an amended Diversion program based upon new State legislation mandating waste diversion levels shall constitute a default of this Agreement.

6.2 Construction and Demolition Waste Diversion. In addition to meeting the solid waste diversion requirements of 6.1 above, City wishes to meet the construction and demolition waste diversion goals established by SB 1374 (2002) and the California Green Building Code (2011) by diverting 75% of construction and demolition waste materials. The Franchisee is required to meet a 75% diversion level for all construction and demolition wastes collected under this Agreement. A good faith effort exemption may be granted to the Franchisee by the City on a project-by-project basis.

6.3 Waste-to-Energy Diversion. As directed by the City, Franchisee shall take residue from the processing of refuse to a waste-to-energy facility so that the City receives the maximum allowable diversion or disposal avoidance credit available through CalRecycle or its successor agency.

6.4 SHARPS Diversion. Franchisee shall provide mail-in containers to residents requesting such containers for the purpose of properly disposing of medical needles or other wastes defined as SHARPS by CalRecycle or its successor agency. This service shall be known as the "SHARPS Program" and will be provided at no cost to the City or its residents. Franchisee

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shall publicize the SHARPS Program in all semi-annual newsletters and on its website to ensure that City residents are aware of this program and how to participate.

6.5 Maintenance of City AB 939 Programs. The Franchisee shall be responsible to maintain all of the City's AB 939 programs established within franchised service by this Agreement.

6.6 Franchisee Waste Diversion Responsibilities.

6.6.1 Cooperation and Education. The Franchisee shall cooperate with the City's efforts to develop and implement public education and information programs designed to promote Source Reduction, Recycling and other waste reduction activities in general as well as specific Waste Diversion strategies. Franchisee shall have a bi-lingual (English/Spanish) public education program in place where it will distribute flyers and leaflets to residences of the City (free of charge) and the Franchisee will visit schools and make presentations on the proper disposal of waste and the importance of Recycling.

6.6.2 Implementation of Strategies and Penalties. The Franchisee shall implement the strategies jointly developed and agreed to by the Parties. If Franchisee's failure to perform its obligations under this Section 6.6 results in the imposition of penalties against the City pursuant to the provisions of AB 939, Franchisee shall reimburse the City for such fine within thirty (30) days of imposition of such fine or penalty. City acknowledges that to meet the mandates of AB 939, additional and significant legislation affecting the disposal of Solid Waste not covered by this Agreement may be required.

6.6.3 Waste Diversion Reporting Requirements. The Franchisee shall comply with the Waste Diversion reporting requirements established by the City. Franchisee shall provide City with quarterly reports in a form acceptable to the City and adequate to meet City's reporting requirements to CalRecycle on compliance with AB 939, including a breakdown of the tons collected, tons diverted, and tons disposed, by service type prescribed by this Agreement. Franchisee further agrees to provide program specific data required by the City to meet reporting requirements to any Federal, State, or local entity having the authority to request such data.

6.6.4 Meet and Confer Process. If Franchisee fails to divert the required amount of the City's Solid Waste, as described in this Agreement, Franchisee and City shall meet and confer to develop a revised or new diversion program. If the City and Franchisee fail to agree on a revised or new diversion program within one hundred twenty (120) days of commencing the meet and confer process (which date may be extended by mutual written agreement), notwithstanding anything to the contrary contained herein, City may elect, in its sole discretion, to terminate this Agreement on ninety (90) days written notice. Franchisee agrees to continue performance under this Agreement until City hires a new contractor.

6.7 Recycling Program.

6.7.1 Recycling Containers. Franchisee shall conduct a single stream commingled collection of Recyclable Materials. One 64 gallon container shall be used at each Residential Unit receiving curbside service for collection of commingled Recyclable Materials ("Recyclable Container"). Every Recyclable Container shall be clearly labeled. Residential Units

shall place all Recyclable Materials within such Recyclable Containers as directed by the Franchisee; to this end, concurrent with Franchisee's delivery of a Recyclable Container to any Residential Unit, Franchisee shall provide instructions on the use of the Recyclable Container. Franchisee shall, at no charge, replace any containers which become unusable by reason of normal conditions of wear and tear.

6.7.2 Ownership of Solid Waste and Recyclable Materials. Except as otherwise provided by law, once Solid Waste, Refuse, Recyclable Materials and/or Green Waste have been collected by Franchisee, ownership transfers to Franchisee. Franchisee is hereby granted the right to retain, recycle, compost, dispose of and otherwise use such waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Franchisee. Subject to the provisions of this Agreement, and excepting any material which is not a waste material and which was inadvertently discarded, Franchisee shall have the right to retain any benefit or profit resulting from its right to retain, recycle, compost, dispose of or use the refuse which it collects. Solid Waste and any other material which is disposed of at a Disposal Site or sites (whether landfill, transformation facility, transfer station or material recovery facility) shall, as between the City and Franchisee, remain the responsibility of the Franchisee, and Franchisee shall retain ownership of the same.

6.7.3 Recycling Frequency. Franchisee shall collect Recyclable Materials from Residential Units once each week from containers. Franchisee shall collect Recyclable Materials from Multi-Family Residential Units, Commercial and Industrial Units at a reasonable frequency to be determined by the Franchisee.

6.7.4 Residential Recycling Location. Franchisee shall collect Recyclable Materials set out in Recyclable Containers by Residential Units or City-designated Multi-Family Units from the curb or other Franchisee-approved location.

6.7.5 Recycling Revenues. Franchisee shall be entitled to all revenue produced from the sale of Recyclable Materials collected, salvaged or purchased by Franchisee; provided, however that thirty percent (30%) of any Gross Receipts, revenues, or other compensation in any form received by the Franchisee related to the City's curbside recycling program, shall be paid by Franchisee to the City. Furthermore Recycling Revenues are not considered Gross Receipts subject to City Franchise Fees.

6.7.6 Franchisee As Authorized Recycling Agent. City hereby designates Franchisee as its authorized recycling agent for the purposes of conducting recycling activities within the City pursuant to the terms of Public Resources Code Section 40105. Notwithstanding the foregoing, Franchisee at all times shall be and remain independent from the City.

ARTICLE VII
MATERIALS RECOVERY FACILITIES FOR RECYCLABLE PROCESSING.

7.1 General. As part of its approved work plan, (attached as Exhibit "C" hereto), Franchisee has described all proposed facility names, SWIS number and addresses where materials will be delivered and sorted and the Tipping Fees have been calculated based on said description. Franchisee has included the type of permits for the facility (i.e. certified to receive

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recyclable materials, household refuse, etc.) and stated the permitted total tonnage allowed (capacity) at facility per day and current tonnage of materials received. Franchisee may continue to use those Disposal Site services and Materials Recovery Facilities services for the process of all Recyclable Materials. The provisions hereunder shall apply if Franchisee seeks to change an approved Disposal Site.

7.2 **Changes to Disposal Site**. Should Franchisee determine to change service providers for Disposal Site services and/or Materials Recovery Facilities services, or should Franchisee materially change the scope of Disposal Site services and/or Materials Recovery Facilities services utilized by it, then the City reserves the right, in its sole discretion, to require Franchisee to put such services to a competitive bid process. The City further reserves the right, in its sole discretion, to require Franchisee to competitively bid Disposal Site services and Materials Recovery Facilities services for the processing of all Recyclable Materials once every five (5) years commencing from the Effective Date hereof.

7.3 **Competitive Bid Process**. In any competitive bid process, separate bid documents may be prepared for Commercial Industrial and Residential Unit waste streams at the discretion of Franchisee. Franchisee shall conduct the bidding process, provided the City shall be allowed to review the bid documents and prospective bidder's list a minimum of two (2) weeks prior to being sent out to bid. City shall submit any written comments to the bid documents within ten (10) days of receipt of such documents from Franchisee and the Franchisee shall revise the bid documents to reflect the City's comments. Franchisee shall provide bid documents to any additional Disposal Sites or Materials Recovery Facilities requested by the City. Bidders must be allowed a minimum of three (3) weeks to submit a bid. Franchisee shall provide the bids to the City for review. The bids shall show the bid prices broken down to show separately the revenue per ton of Recyclable Materials and processing costs. Franchisee shall show transportation costs (defined as cost per mile multiplied by distance to the Disposal Site or Materials Recovery Facility) to each facility submitting a bid.

7.4 **Lowest Bid**. Franchisee shall be required to use the Materials Recovery Facility and/or Disposal Site providing the lowest responsible bid (either lowest total cost or highest net revenue), including travel costs to the facility. If the bid price submitted by the Disposal Site or Materials Recovery Facility is a payment to Franchisee, with no further revenues realized from the sale of the Recyclable Materials, it shall be classified as revenue. If in the event that no Disposal Site or Materials Recovery Facility provides a bid lower than the costs of the facilities being used as of the Effective Date hereof, Franchisee shall continue to use the existing facility(ies).

7.5 **Contract Term**. The length of contract entered into between Franchisee and the Disposal Site or Materials Recovery Facility operator shall be at the discretion of Franchisee; provided, however, that the maximum term shall allow for the possibility of the City requiring facilities to be re-bid under a competitive process every five (5) years in accordance with this Section.

ARTICLE VIII
VEHICLES, EQUIPMENT AND PERSONNEL.

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8.1 Vehicles.

8.1.1 General. Franchisee shall provide, within 12 months of the Effective Date of this Agreement, a new and alternatively fueled fleet of collection vehicles sufficient in number and capacity to perform efficiently the work required by this Agreement in strict accordance with its terms. In the interim the Franchisee agrees that no vehicle used for franchised service shall be more than three years old at the Franchise Start Date and that all vehicles will be in "like-new" condition. All vehicles shall be uniformly painted. All vehicles shall be registered with the California Department of Motor Vehicles and shall meet or exceed all applicable State and local requirements, including, without limitation, those of the California Highway Patrol ("CHP"), throughout the term of this Agreement.

8.1.2 Truck Bodies. All truck bodies used by Franchisee shall be constructed of metal, shall be watertight and leakproof and shall be so constructed as to prevent odors or the falling, leaking or spilling of Solid Waste, Recyclables, or other materials. Each vehicle shall carry at all times a broom and shovel to be used for the immediate removal of any spilled material. Each vehicle shall also carry a fire extinguisher and first aid kit.

8.1.3 Backup Alarm. Each vehicle used for collecting, hauling or disposing of Solid Waste or Recyclables shall be equipped with an audible warning device that is activated when the vehicle is backing up.

8.1.4 Gross Vehicle-Weight Limit. No vehicle used for collecting, hauling or disposing of Solid Waste or Recyclables shall be loaded in excess of the manufacturer's gross vehicle weight rating or in excess of the maximum weight specified by the California Vehicle Code, whichever is less. Evidence of the manufacturer's name and gross vehicle weight rating shall be maintained in, or upon, every vehicle.

8.1.5 Vehicle Identification. All vehicles used in the performance of this Agreement shall bear the Franchisee's name, phone number and vehicle number in minimum lettering of two (2) inches.

8.1.6 Residential Service Vehicles. Vehicles used for Residential collection services shall be fully automated side-loading refuse trucks, using a fully mechanized arm to pick up and dump automated waste collection containers. Drivers shall not be required to exit the vehicle to assist with securing the containers to, or lifting the containers into, the refuse collection truck.

8.1.7 Alternative Fuel Vehicles. The Franchisee shall use alternative fuel vehicles approved by the South Coast Air Quality Management District for all collection services. Vehicles shall meet all requirements specified per AQMD Rule 1193 as it may be amended from time to time.

8.2 Vehicle Maintenance and Appearance.

8.2.1 Vehicle Inventory. Franchisee shall provide City with a truck inventory of all trucks to be used in the performance of this Agreement, which includes make, model, age,

mileage, and inspection records. When the entire alternatively fueled fleet of collection vehicles are in service, and annually thereafter, the inventory shall be updated.

8.2.2 Preventive Maintenance and Repair Program. Franchisee shall develop and have available for City review a complete and comprehensive preventive maintenance and repair program. Franchisee shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule and shall inspect each vehicle daily to ensure that all equipment is in good working order. Franchisee shall keep accurate records of all vehicle maintenance and repairs, recorded according to date and mileage, nature of maintenance or repair and the signature of a maintenance supervisor or mechanic that the maintenance or repair has been properly performed. Franchisee shall make such maintenance records available to City on request.

8.2.3 Vehicle Cleaning. Each vehicle used within the City shall be cleaned thoroughly by washing with water after each day's use. Vehicles shall be washed completely at least once a week and steam-cleaned on a regular basis so as to present a clean appearance and minimize odors, but in no event less than once a month.

8.2.4 Vehicle Storage. No vehicle used by Franchisee in performance of this Agreement shall be stored on any public street or other public property in the City.

8.2.5 Container Condition. Franchisee at its sole cost and expense shall maintain all Franchisee Bins in good condition and repair as needed and shall clean and paint each container annually. More frequent cleaning and painting shall be conducted by Franchisee if needed. Franchisee shall, at no charge, replace any containers (Carts or Bins) which become unusable by reason of normal conditions of wear and tear. During all times that a container is in the custody and control of Franchisee, Franchisee shall not store such Container in or on public streets or rights-of-way.

8.3 Inspections.

8.3.1 Initial City Inspection. Within the first thirty (30) days following the date Franchisee provides a copy of its Vehicle Replacement and Acquisition Plan to City or any update thereto, the City may inspect Franchisee's vehicles for the purpose of determining the adequacy of Franchisee's Vehicle Replacement and Acquisition Plan to provide vehicles that are safe, sanitary and of good appearance.

8.3.2 City Inspections. Franchisee shall give the City at least fifteen (15) days prior written notice of any vehicle inspection to be performed by the CHP and the City may elect to observe the CHP inspection. Without limiting the City's right to observe the CHP inspections, City reserves the right to cause any vehicle used in performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of the Municipal Code and the State Vehicle Code, including but not limited to California Vehicle Code Sections 27000(b), 23114, 23115, 42030, 42032, and all Vehicle Code Sections regarding smog equipment requirements. City may direct the removal of any vehicle from service if that vehicle is found to be in nonconformance with applicable codes. No vehicle

directed to be removed from service shall be returned to service until it conforms with applicable codes and such conformance has been acknowledged by City. The City may elect in its sole discretion to hire an independent contractor to perform a comprehensive inspection of Franchisee's vehicles. If the City hires an independent contractor to perform the inspection on behalf of the City the Franchisee shall pay for the cost of such inspection. City shall act prudently in requesting any such inspection.

8.3.3 Brake Inspections. The brake system of each vehicle used in performance of this Agreement shall be inspected bi-annually by the CHP and shall comply with State law. Notice of certification shall be filed with the City within thirty (30) days after each such certification. Failure to submit the required certification shall be grounds for terminating this Agreement.

8.3.4 Correction of Defects. Following any inspection, the Chief Administrative Officer shall have the right to require Franchisee to take out of service any vehicles and equipment not in good working order and cause Franchisee to recondition or replace any vehicle or equipment found to be unsafe, unsanitary or unsightly within thirty (30) days of notification of defect in such vehicle or equipment. The Chief Administrative Officer's determination may be appealed to the City Council.

8.4 Personnel.

8.4.1 General. Franchisee shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required by this Agreement in a courteous, safe and efficient manner.

8.4.2 Driver Qualifications. All drivers shall be trained and qualified in the operation of collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

8.4.3 Uniforms and Identification Badges. Franchisee shall require its drivers and all other collection personnel to wear a suitable and appropriate uniform as a means of identifying the employee. All other employees of Franchisee who come into contact with the public shall carry suitable identification badges or cards upon their person.

8.4.4 Employee Appearance and Conduct. All employees, while engaged in the collection of Solid Waste or Recyclables within the City or otherwise engaged in collection services described in this Agreement, shall be attired in uniform. At least one member of every collection truck crew shall be able to read and speak English. Franchisee shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Franchisee shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Franchisee shall take all appropriate corrective measures.

8.4.5 Background Check. The City reserves the right to perform a security and identification check through the City's Police Department upon Franchisee and all its present and

future employees, in accordance with accepted procedures established by the City, or for probable cause.

8.4.6 Safety Training. Franchisee shall provide suitable operational and safety training for all its employees who use or operate vehicles or equipment for collection of Solid Waste or who are otherwise directly involved in such collection. Franchisee shall train its employees involved in Solid Waste and/or Recycling collection to identify, and not to collect, Hazardous Wastes. Franchisee and its employees shall comply with the terms of all contracts between the Los Angeles County Sanitation District and any Disposal Site that is used by Franchisee.

8.4.7 Safety. All work performed pursuant to this Agreement shall be performed in a manner that provides safety to the public and meets or exceeds safety standards outlined by the California Construction Safety Orders under the State of California Code of Regulations ("CAL-OSHA"). City reserves the right to issue restraint or cease and desist orders to Franchisee when unsafe or harmful acts are observed or reported to City. Franchisee shall instruct its employees to report immediately any hazardous conditions or Hazardous Wastes they observe within the City during the course of their work to the City.

8.4.8 No Gratuities. Franchisee shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the work performed by those employees pursuant to this Agreement.

ARTICLE IX
FRANCHISEE'S COMPENSATION

9.1 Rates Subject to Proposition 218. Any increase in Franchise Start rates charged to customers for services under this Agreement which exceed currently existing rates are subject to Proposition 218, including both the initial Franchise Start rates charged hereunder, and any increases imposed thereafter. If the Franchise Start rates initially proposed exceed the current rates, the Franchise Start Date shall be extended until a Proposition 218 hearing has been held and schedule of Maximum Service Rates can be agreed upon by the Parties. If the Parties cannot agree upon a schedule, then this Agreement is terminated.

9.2 Maximum Rate Schedule. In the attached Exhibit "A", which is incorporated herein by this reference ("Maximum Rate Schedule"), the City has approved the maximum service rates which may be charged by Franchisee to its customers in the City. The Maximum Rate Schedule will become effective following the Proposition 218 hearing provided in Section 9.1, on Franchise Start Date or when service under this Agreement commences, whichever is earlier. Franchisee shall not receive any other fees or compensation for the services to be performed pursuant to this Agreement in excess of those provided in the Maximum Rate Schedule until such additional fees or compensation have been duly noticed and subjected to a public hearing process in accordance with Proposition 218.

9.3 Rate Composition. During the Term of this Agreement, all franchise rates will be divided into two rate components: "Collection" and "Disposal". Such a "component" breakdown must be disclosed to the City within the initial rates for this Agreement and as part of

any subsequent rate increase request by the Franchisee. Such collection components are not required to be listed in franchise rate sheets or included on billings to the Franchisee's customers.

9.4 Adjustments to Maximum Rate Schedule.

9.4.1 Cost of Living Adjustments. On the anniversary of the Service Commencement Date, and annually thereafter, the Maximum Permissible Rates shall be adjusted as follows, subject to the assent of the City and any necessary compliance with Proposition 218:

(a) *Adjustment to Collection Component of Rates.* The "Collection Component" of rates shall be adjusted to reflect 90% of the "Percentage Change in CPI", excepting that such annual CPI increases in the "Collection Component" of rates shall be capped at a maximum percentage increase of three percent (3%). "Percentage Change in CPI" shall mean the percentage change in the All Urban Customers, Los Angeles, Riverside, Orange County index, for the previous 12-Month period ending in May. (For instance, a July 1, 2013, Percentage Change in CPI would be the change between the CPI index in May 2013 and the CPI index in May 2012.)

(b) *Adjustment to Disposal Component of Rates.* The "Disposal Component" of rates shall be adjusted only for increased costs to the Franchisee from landfill, transfer, and/or transformation facility tip fee adjustments. For the rate adjustment period under review the Franchisee is responsible for submitting substantiation of any such cost increases for City review. Should the City determine that any fee adjustments presented by the Franchisee are 5% or more greater than those charged to any jurisdiction within five miles of the City of Bell, the City shall have the right to solicit bids from other landfill, transfer, or transformation facilities and to require the Franchisee to utilize said facility and/or incorporate said facility rate into the Disposal Component adjustment of franchise rates in compliance with the provisions of Article VII.

9.4.2 Special Circumstances Adjustments.

(a) *Extraordinary Circumstances.* Due to extraordinary circumstances in which Franchisee can demonstrate that Franchisee is not earning a reasonable rate of return under circumstances which are beyond Franchisee's control, the Franchisee may request the City to hold a Proposition 218 hearing to increase one or more fees, charges, or rates described in this Agreement or for the City to adopt a new fee, charge or rate.

(b) *New Programs or Services.* City may institute new programs or services which Franchise cannot provide within the established rate structure without economic hardship.

(c) *Negotiation.* In the event that Franchisee contends Franchisee is entitled to a Special Circumstances Adjustment as provided herein, Franchisee shall provide documentation and analysis to the satisfaction of City of the reasons for such adjustment. The Parties may make changes in the service levels under the Franchise sufficient to avoid the need for a rate adjustment and Proposition 218 hearing. If the Parties reach agreement on such adjustment, a Proposition 218 hearing shall be held as provided hereunder before such adjustment may be made.

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9.5 Proposition 218 Compliance.

9.5.1 Compliance with Proposition 218 Required. Increases to the Maximum Rate Schedule or any other fee, charge, or rate in this Agreement are strictly subject to the assent of the City and compliance with Proposition 218. If the rates initially proposed exceed the City's current rates, then a Proposition 218 hearing must be conducted before the initial rates bid by Franchisee may become effective.

9.5.2 Proposition 218 Compliance After Five Years. In compliance with Government Code § 53756, notwithstanding the provisions of Section 9.3 permitting adjustment to the Maximum Permissible Rates, no increase in the fees, charges, or rates described in this Agreement, including the Maximum Rate Schedule, shall be allowed or occur more than five (5) years from the date of the most recent Proposition 218 approval pertaining to that fee or charge. If requested by Franchisee, City after five (5) years, may conduct a Proposition 218 hearing to extend the provisions of Section 9.3.1 permitting adjustments to the Maximum Permissible Rates (the "5 Year Hearing").

9.5.3 City Not Obligated to Approve Increase. Franchisee acknowledges that California law under Proposition 218 places limits upon rates and increases in rates for property-related fees and further acknowledges that nothing herein constitutes a guaranty that Service Rates will be increased. Pursuant to Proposition 218, a majority protest of affected owners may bar the assessment of the new rates. (Cal. Constit. Art.XIIID, Sec. 4(e); Govt. Code § 53753(e)(3).) At such hearing City has no legal obligation to accept any fee, charge, or rate adjustment proposed by Franchisee or to reapprove any fee, charge or rate adjustment due to the passage of time, such as by operation of Government Code § 53756. Accordingly, whether or not a majority protest exists, the City Council is completely free within its police powers to exercise its discretion in considering such matters, and the City has not contracted away any of its police powers or duties to protect the public health, safety or general welfare of its citizens pursuant to State and Federal law. Furthermore, in no case will City's failure to comply with any notice, hearing or other procedural requirement required by law for the approval of any specific fee, charge or rate adjustment be a default hereunder, and City bears no liability to Franchisee for any damages suffered by Franchisee as a result of any such failure, including any delay, need for a new hearing or rehearing, or finding that an approved fee, charge or rate is invalid. In the event City does not approve an increased in rates following a Proposition 218 hearing Franchisee's rights shall be governed by Section 9.6.

9.6 Failure to Approve Rate Increases.

9.6.1 Rehearing. In the event the City Council holds a Proposition 218 hearing but fails to approve an increase in any fee, charge, or rate in this Agreement, Franchisee shall have the right to demand, if such demand is made in writing within 30 days of the Proposition 218 hearing, that the City hold a rehearing or new hearing under Proposition 218 following all notice and hearing procedures as established by law. If, following the second Proposition 218 hearing, the fee, charge, or rate increase is still not approved, then Franchisee may terminate this Agreement.

9.6.2 Negotiations. In the event of a failure to approve rate increases, the Parties may elect any of the following: (i) to have Franchisee continue performance of this Agreement (at the current rates and fees), or (ii) to have Franchisee continue performance of the Agreement for at least nine (9) months following and/or during a period of negotiations, during which time the City may solicit other proposals for Solid Waste services or consider other alternatives for meeting the City's Solid Waste needs, or (iii) may re-open negotiations to continue Franchisee's performance hereof (at the then-current rates and fees) including after City's solicitation of other proposals per item (ii) above, for any period mutually agreed-upon by the Parties in writing. Should the Parties elect the third option, the Parties may continue negotiations in an attempt to reach agreement upon, and enact, new increases in Service Rates subject to the requirements of Proposition 218.

9.6.3 Termination. In the event of termination, Franchisee shall cooperate fully with City and any subsequent contractor to assure a smooth transition of Solid Waste management services. Franchisee's cooperation shall include, but not be limited to, providing operating records needed to service all properties covered by this Agreement and the execution of a temporary agreement for service for a period up to one year after the end of the Term or written notice of termination for cause in accordance with Section 11.12.

9.7 Proposition 218 Process.

9.7.1 218 Hearing Procedures. Franchisee shall comply with all procedural requirements of Proposition 218 and of City for the conduct of the hearing including the form of notice in the manner of giving notice identifying who shall receive notice, and the time of notice which shall be at least 45 days before the hearing. The notice shall inform persons in a simple and understandable manner of the proposed increase and how they may exercise their rights of protest.

9.7.2 Pass-Through of Proposition 218 Compliance Costs. Franchisee shall pay for all costs of Proposition 218 compliance, including but not limited to the costs of Proposition 218 notices and hearings. Franchisee may, if permitted by law, pass its actual costs of Proposition 218 compliance on to customers through service rates if, and only if, such pass-through is duly noticed and included as part of the service rates adopted through the Proposition 218 process.

9.7.3 Notice of Increases. Franchisee shall give thirty (30) days prior written notice of any duly-adopted rate increases to all customers of the increase before such increase may become effective.

9.8 Indemnification. Franchisee shall indemnify, defend and hold harmless the City, their officers, employees, agents and volunteers, (collectively, indemnitees) from and against all claims, damages, injuries, losses, costs, including demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest fines, charges, penalties and expenses (including attorneys' and expert witness fees, expenditures for investigation, and administration) and costs or losses of any kind whatsoever paid, imposed upon, endured or suffered by or assessed against Franchisee or any of the indemnitees resulting in any form from the City's establishing any fees, charges, or rates for service under this Agreement or in connection with

the application of California Constitution Article XIIIC and Article XIIID to the imposition, payment or collection of rates and fees for services provided by Franchisee under this Agreement. Notwithstanding the foregoing, this indemnity shall not extend to any portion of the rates that is not associated with Franchisee's costs in providing service, such as governmental fees, franchise fees or charges, nor shall it apply to any loss arising directly from the negligence of City, its officers and employees. Nothing herein is intended to imply that California Constitution Articles XIIIC or XIIID, apply to the setting of rates for the services provided under this Agreement, rather this Section is provided merely to allocate risk of loss as between the Parties.

9.9 Billing. Franchisee shall be responsible for all billing and collection. Notice of billing procedures shall be given to all customers pursuant to 5.4.4 and annually thereafter. Franchisee shall have procedures for on-line payment, payment by credit card, and similar customer services. Franchisee shall provide itemized bills, clearly showing charges for all classifications of services, including any charges for late payment. Multi-Family Residential Units, Commercial and Industrial Unit accounts receiving collection services from Franchisee shall be billed by the Franchisee at the end of the month in which service is provided. Single Family Residential Unit accounts receiving collection services from Franchisee may be billed by the Franchisee quarterly as follows: For the quarter in which services are rendered, Franchisee shall bill thirty (30) days into the quarter, and the bill shall be due thirty (30) days thereafter. Franchisee shall meet with City to make specific arrangements for commencement of billing.

9.10 Delinquent Accounts.

9.10.1 Residential Units. Franchisee shall provide at least three (3) monthly, written notices of delinquency/past-due account status to the occupants of any Residential Unit with a delinquent account and Franchisee shall otherwise make diligent efforts to resolve said account delinquencies, including but not limited to the reasonable use of a collection agency. Further, Franchisee shall be entitled to collect late charges at the rate of 1.5% per month and, in addition, to charge a reasonable rate for the redelivery of containers. Franchisee may use all commercially reasonable and lawful private collection efforts, whether self-directed or contracted, to collect amounts past due and owing from Residential Units, but shall not have the right to cease service to delinquent accounts unless specifically approved by City.

9.10.2 Industrial, Commercial and Multi-Family Residential Unit Accounts. For Commercial, Industrial and Multi-Family Residential Units whose accounts are more than ninety (90) days past due. Franchisee shall otherwise make diligent efforts to resolve said account delinquencies, including but not limited to the reasonable use of a collection agency. Franchisee shall be entitled to collect late charges at the rate of 1.5% per month and, in addition, to charge a reasonable rate for the redelivery of containers. Franchisee may use all commercially reasonable and lawful private collection efforts, whether self-directed or contracted, to collect amounts past due and owing from Industrial, Commercial and Multi-Family Residential Unit Accounts, but shall not have the right to cease service to delinquent accounts unless specifically approved by City.

9.10.3 No Waiver of City Remedies to Address Public Nuisance. Should Franchisee terminate service to any customer in the City, nothing herein waives or supersedes

the City's rights to initiate code enforcement action(s) in response to the build-up, long-term stagnation, or misplacement of Solid Waste as a result of said termination of Franchisee's service. In addition, the City and Franchisee shall, at the option of either party, meet and confer in good faith to resolve any matters of public nuisance or Solid Waste build-up that resulted from a termination of service by Franchisee.

ARTICLE X
ACCOUNTING AND RECORDS.

10.1 Financial Statements. City's Chief Administrative Officer may elect to review Franchisee's annual financial statements. Franchisee shall have financial statements annually prepared. Within ninety (90) days of a City request, Franchisee shall allow the Chief Administrative Officer, his/her designee or an auditor selected by the City to review copies of the financial statements at the Franchisee's local office (as defined in Section 5.2.1 hereof), or other such mutually-agreeable premises of Franchisee. City and Franchisee agree to use reasonable efforts to protect the confidential nature of the Franchisee's financial statements.

10.2 Inspection of Franchisee's Accounts and Records. Franchisee's records of customer complaints, AB 939 compliance records, maps, billing records, gross income, franchise fee payments, curbside recycling payments, and customer payment histories shall be available at the Franchisee's principal office as set forth in Section 5.2.1 at any time during regular business hours for inspection on twenty-four (24) hours notice, and/or performance of financial review of Franchisee's records by the City or its duly authorized representative in accordance with the Agreed Upon Procedures (as such term is associated with standard audit procedures), for a period of five (5) years following the close of the Franchisee's fiscal year. Franchisee shall provide City with a copy of any requested record at no cost to City.

10.3 Cost of Agreed Upon Procedures. The cost of the annual Agreed Upon Procedure of Franchisee's books and records is compensated through the Performance Audit Program Fee paid annually to the City by the Franchisee. This Performance Audit Program Fee is also payment for reasonably expected City costs to review Franchisee's request for an increase in rates under the Maximum Rate Schedule. Should the City's performance of an Agreed Upon Procedure disclose that a requested rate increase contains any inaccurate data or cost claims that are not properly substantiated, the Franchisee will be responsible to reimburse the City for all costs incurred to correct data submissions or substantiate cost claims.

10.4 Payments and Refunds. Should the performance of an Agreed Upon Procedure by the City disclose that any City fee payable by the Franchisee was underpaid or that customers were overcharged for the period under review, Franchisee shall pay to City any underpayments and/or refund to Franchisee's customers any overcharges within 15 days of a City issued notice. Should the performance of an Agreed Upon Procedure by the City disclose that any City Fees were overpaid, City shall promptly refund to Franchisee the amount of the overpayment.

ARTICLE XI
ENFORCEMENT OF AGREEMENT.

11.1 City Right to Terminate. The City shall have the right to terminate Franchisee's franchise and this Agreement upon Franchisee's breach of any of its obligations under this Agreement. The City's right to terminate shall be in addition to any other remedy provided in this Agreement or provided by law and shall include, but not be limited to, any of the events of default set forth in this Article X. In addition, specific events of default by Franchisee include, without limitation, the following:

(a) If Franchisee practices, or attempts to practice, any willful fraud or deceit upon the City.

(b) Should the Franchisee or any of its officers, directors, shareholders, subsidiaries, affiliates, employees or agents be or have been found guilty of felonious conduct, illegal transport or disposal of Hazardous Waste, or bribery of public officials, the City reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it shall deem proper. The term "found guilty" shall be deemed to include any judicial determination of guilt including, but not limited to, pleas of "guilty", "nole contendere", "no contest" or "guilty to a lesser charge" entered as part of a plea bargain.

(c) If Franchisee fails to provide or maintain in full force and effect the workers' compensation or any other insurance coverage or performance bond required by this Agreement.

(d) If Franchisee willfully violates any orders or rulings of any regulatory body having jurisdiction over Franchisee, provided that Franchisee may reasonably contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred.

(e) If Franchisee fails to make any payments or to pay any penalties required to be made or paid by Franchisee pursuant to this Agreement, including, without limitation, liquidated damages as described in Section 11.13.6.

(f) If Franchisee for any reason ceases to provide Solid Waste management services as required under this Agreement over all or a substantial portion of its franchise area for a period of thirty (30) days.

(g) If Franchisee fails to meet the service performance standards of this Agreement, or violates the terms, conditions or requirements of the Municipal Code or AB 939 or successor legislation, or the City's Storm Water Program as they may be amended from time to time, or violates any order, directive, rule or regulation issued pursuant to the foregoing legislation, where the violation is not remedied within the time set in the written notice of the violation.

(h) If Franchisee refuses to provide City with required information, reports or test results in a timely manner as required by this Agreement.

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(i) If Franchisee becomes insolvent, unable or unwilling to pay its debts, or upon the appointment of a receiver to take possession of all or substantially all of the assets of Franchisee, or upon a general assignment by Franchisee for the benefit of creditors, or upon any action taken by or suffered by Franchisee under any insolvency or bankruptcy act.

(j) If Franchisee fails to meet the Waste Diversion requirements of this Agreement or AB 939.

(k) Any similar failure to comply with the requirements of this Agreement.

11.2 Rights of Nondefaulting Party after Default. The Parties acknowledge that both Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default or to enforce any covenant or agreement herein. Before this Agreement may be terminated or action may be taken to obtain judicial relief the Party seeking relief for a default ("Nondefaulting Party") shall comply with the notice and cure provisions below.

11.3 Notice of Default and Opportunity to Cure. A Nondefaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party ("Defaulting Party") in its performance of a material duty or obligation of said Defaulting Party under the terms of this Agreement. However, the Nondefaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure ("Default Notice"). The Defaulting Party shall be deemed in "default" under this Agreement, where: (i) said breach or failure can be cured, but the Defaulting Party has failed to fully cure within thirty (30) days after the date of the Default Notice (subject to the provisions below), or (ii) a monetary default remains uncured for ten (10) days (or such lesser time as may be specifically provided in this Agreement).

11.4 Non-Monetary Defaults; Longer Cure Period. The Defaulting Party on a non-monetary default shall not be deemed in breach of this Agreement, and such default shall be waived, if such non-monetary default cannot reasonably be cured within the above-prescribed thirty-day period, and as long as the Defaulting Party does each of the following:

(a) Notifies the Nondefaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;

(b) Notifies the Nondefaulting Party of the Defaulting Party's proposed cause of action to cure the default;

(c) Promptly commences to cure the default within the thirty (30) day period;

(d) Makes periodic reports to the Nondefaulting Party as to the progress of the program of cure; and

(e) Diligently prosecutes such cure to completion.

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11.5 Termination Upon Default. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Nondefaulting Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement and other Agreements ("Termination Notice"). The Termination Notice shall state that the Nondefaulting Party will elect to terminate this Agreement and will describe the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Nondefaulting Party's election to terminate Agreements will only be waived if the Defaulting Party fully and completely cures all defaults prior to the date of termination.

11.6 Franchisee Hearing Opportunity Prior to Termination. If Franchisee is the Defaulting Party, then the City's Termination Notice to Franchisee shall additionally specify that Franchisee has the right to a hearing prior to the City's termination of any Agreements ("Termination Hearing"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, Franchisee shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

(a) Decide to terminate this Agreement; or

(b) Determine that Franchisee is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or

(c) Impose conditions on a finding of default and a time for cure, such that Franchisee's fulfillment of said conditions will waive or cure any default.

Findings of a default or a conditional default must be based upon substantial evidence supporting the following two findings: (i) that a default in fact occurred and has continued to exist without timely cure, and (ii) that such default has, or will, cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, the City or the financial terms established in this Agreement.

11.7 Penalty for Monetary Default. In the event Franchisee fails to perform any monetary obligation under this Agreement, Franchisee shall pay a pre-determined penalty thereon at the rate of one-and-one-half percent (1 1/2%) per month, or any fraction of a month, from and after the due date of said monetary obligation until payment is actually received by City.

11.8 City's Right to Perform Service.

11.8.1 City Rights. In addition to any and all other legal or equitable remedies, in the event that Franchisee, for any reason whatsoever, fails, refuses or is unable to collect, transport or deliver to a Disposal Site, as appropriate, any or all Solid Waste or Recyclables which it is required by this Agreement to collect and transport, at the time and in the manner provided in this Agreement, for a period of more than five (5) days, and if, as a result thereof,

Solid Waste should accumulate in the City to such an extent, in such a manner, or for such a time that the Chief Administrative Officer in his or her sole discretion should find that such accumulation endangers or menaces the public health, safety or welfare, then the Chief Administrative Officer shall have the right, but not the obligation, without payment to Franchisee, to (i) cause to be performed, such services itself with its own personnel or employ Franchisee's personnel, without liability to Franchisee; and/or (ii) to take possession of any or all of Franchisee's equipment and other property used or useful in the collection and transportation of Solid Waste and to use such property at the expense of Franchisee to collect and transport any Solid Waste which Franchisee would otherwise be obligated to collect and transport pursuant to this Agreement.

11.8.2 Franchisee and City Responsibilities. Franchisee further agrees that in such event:

(a) It will fully cooperate with City to effect the transfer of possession or property to the City for City's use;

(b) It will, if the Chief Administrative Officer so requests, and to the extent feasible, keep in good repair and condition all of such property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition; and

(c) The City agrees to assume complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

11.8.3 Franchise Waivers. Franchisee agrees that the City's exercise of its rights under this Article XI:

(a) Does not constitute a taking of private property for which compensation must be paid, but is rather an exercise of the City's police power;

(b) Will not create any liability on the part of City to Franchisee, including but not limited to, any right to compensation for use of Franchisee's equipment;

(c) Does not exempt Franchisee from the indemnity provisions of Article XIII, which are meant to extend to circumstances arising under this Section 11.8, provided that Franchisee is not required to indemnify City against claims and damages arising from the sole negligence of City, its officers, employees, agents, or volunteers acting under this Section 11.8; and

(d) Does not terminate this Agreement, unless termination occurs under other provisions of this Agreement.

11.9 Duration of City's Possession. City has no obligation to maintain possession of Franchisee's property and/or continue its use in collecting and transporting Solid Waste for any period of time and may, at any time, in its sole discretion, relinquish possession to the Franchisee. Should the City desire to retain possession of Franchisee's property, the City's right to retain temporary possession, and to provide Solid Waste collection services, shall continue

until Franchisee can demonstrate to the Chief Administrative Officer's reasonable satisfaction that it is ready, willing and able to resume such services.

11.10 Forfeiture of Performance Bond. In the event Franchisee shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare that portion of the performance bond established pursuant to Section 13.3 which is necessary to recompense and make whole the City, forfeited to the City. Upon partial forfeiture of the performance bond, Franchisee shall promptly take all steps necessary to restore the performance bond to its face amount.

11.11 City's Right to Lease Franchisee's Equipment Following Termination. If City terminates this Agreement for cause, the City shall have the right to lease Franchisee's equipment from Franchisee at its fair market value for a period not to exceed six (6) months in order to allow City to perform the services required under this Agreement.

11.12 Cooperation Following Termination. At the end of the Term or Franchise Term or in the event this Agreement is terminated for cause prior to the end of the Term or Franchise Term, or terminated by Franchisee as a result of a Proposition 218 impasse, as described in Section 9.4.3, Franchisee shall cooperate fully with City and any subsequent contractor to assure a smooth transition of Solid Waste management services. Franchisee's cooperation shall include, but not be limited to, providing operating records needed to service all properties covered by this Agreement and to temporarily extend services under this Agreement at the then prevailing rates for service for a period up to one year after the end of the Term or written notice of termination for cause.

11.13 Remedies for Nuisance Violations.

11.13.1 Liquidated Damages. The provision of poor public service or the production of any nuisance condition will subject Franchisee to administrative procedures, potential liquidated damages and, ultimately, termination, for severe and repeated violations.

11.13.2 Complaints. Public complaints (whether received by the City regarding Franchisee's performance or received directly by Franchisee) will be handled as prescribed in Section 5.2 hereof.

11.13.3 Nuisance Conditions. Repeated, substantiated complaints of, or continued conditions of, poor service quality and/or nuisance conditions may be handled in the manner prescribed below. For purposes of this Section, the term "nuisance conditions" shall include, but is not limited to, the following:

(a) Failure to duly collect Solid Waste or Recyclables that have been properly set-out for collection through the willful or negligent conduct of Franchisee employees;

(b) Uncured damage to the property of third parties or customers through the willful or negligent conduct of Franchisee employees;

(c) Legitimate complaints of rude or unprofessional behavior or conduct by Franchisee's employees in the course of their duties;

(d) Failure to perform service surveys and route audits as required by Sections 5.2.7 and 5.2.8, respectively, hereof;

(e) Unreasonable leakage or spillage of Solid Waste or other collected materials from Franchisee's vehicles;

(f) Failure to immediately or promptly collect Solid Waste or other materials that spilled or fell from Franchisee's vehicles onto public streets or third-party property;

(g) Poor maintenance of Franchisee's vehicles in violation of Sections 7.1 and 7.2 hereof;

(h) Violations of personnel standards and qualifications in contravention of Section 7.4 hereof.

(i) Any similar failure to comply with the requirements of this Agreement.

11.13.4 Notice of Violation. Initially, when the Planning Director or a designated enforcement officer observes a violation, a verbal warning shall be given to the Franchisee. If the violation is thereafter repeated and, in the opinion of the City's Planning Director or designated enforcement officer, Franchisee has not taken timely, effective action to correct the violation and prevent its repetition, then the Planning Director or designated enforcement officer may issue a written notice of violation (the "Notice of Violation") describing the violation, the period in which Franchisee is required to cure the violation (if such violation is curable) and a warning that continued violations can be subject to liquidated damages.

11.13.5 Franchisee's Right To Contest. Within five (5) business days after receiving the Notice of Violation, Franchisee may submit a written response (the "Response") to the Notice of Violation to the Planning Director. The Planning Director shall review Franchisee's Response and may further investigate the claimed violation. The Planning Director shall make a final determination regarding the Notice of Violation and the Planning Director shall deliver to Franchisee a written conclusion concerning the Notice of Violation. Additionally, at the election of either Party, the Parties may meet to develop a written corrective action plan ("Correction Plan") to prevent further occurrence of the problematic conditions established in the Notice of Violation. The Correction Plan shall be finally prepared by the City (or, at the election of the City, by Franchisee) within ten (10) business days after the meeting between the Planning Director and/or Chief Administrative Officer designee and Franchisee. The Correction Plan may include additional procedures, as deemed necessary by the Planning Director and/or Chief Administrative Officer designee, to assure that in the future Franchisee will be able to perform its services in compliance with this Agreement.

11.13.6 Liquidated Damages. If a second Notice of Violation is issued for any violation *after* an initial verbal warning and thereafter the issuance of a written Notice of Violation that is not withdrawn pursuant to Subsections 10.12.3 or 10.12.4 above, then liquidated damages may thereafter be assessed against Franchisee (as liquidated damages and not a penalty) by the Planning Director and/or Chief Administrative Officer designee in the amount of $250 for

every day the condition persists. Further, if the violation for which liquidated damages were assessed recurs on three (3) or more days within a 60-day period following any assessment of liquidated damages, then starting on the fourth (4th) day that such violation either persists or recurs the amount of liquidated damages shall increase to $500 per day.

11.13.7 Basis for Liquidated Damages. The Parties further recognize that if Franchisee recurrently fails to prevent and remediate nuisance conditions, the City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City and its citizens will suffer. Therefore, the Parties agree that the liquidated damages established herein represent a reasonable estimate of the amount of such damages for such specific violations, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions prior to entering this Agreement.

Franchisee's Initials _____ City Initials _____

11.13.8 Further Remedies For Severe Or Persistent Violations. The above provisions for a Correction Plan procedure and liquidated damages are intended to give the Parties a remedy under this Agreement short of termination or default; however, should Franchisee's violations be severe and repetitive or otherwise not reasonably subject to correction through liquidated damages, the Planning Director may, in his sole discretion, institute the default procedures set forth in this Article.

11.14 No Waiver Of City's Police Powers Or Legal Rights. Nothing in this Agreement is intended to limit the power and ability of the City or any LEA to initiate administrative and/or judicial proceedings for the abatement of nuisance conditions or violations of any applicable law. Nothing herein shall waive or limit any other legal rights or recourses the City may have in response to Franchisee's repeated, material violations of performance standards or failure to mitigate nuisance conditions.

11.15 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys, fees and expert witness fees.

11.16 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

11.17 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11.18 Jurisdiction and Venue. The parties hereto agree that the State of California is the proper jurisdiction for litigation of any matters relating to this Agreement. The Parties further agree that Los Angeles County, California is the proper place for venue as to any such litigation arising out of the Agreement and Franchisee agrees to submit to the personal jurisdiction of such court in the event of such litigation.

11.19 Rights of Non-Defaulting Party after Default. The Parties acknowledge that both Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a Default or to enforce any covenant or agreement herein except as provided in Section 13.2 below. Before this Agreement may be terminated or action may be taken to obtain judicial relief the Party seeking relief ("Non-Defaulting Party") shall comply with the notice and cure provisions of this Article XI. In this Agreement, the rights of enforcement are limited as the remedy of monetary damages is not available to either Party. The Parties shall have the equitable remedies of specific performance, injunctive and declaratory relief, or a mandate or other action determining that the City has exceed its authority, and similar remedies, other than recovery of monetary damages, to enforce their rights under this Agreement. The Parties shall have the right to recover their attorney fees and costs pursuant to Section 11.15 in such action. Moreover, the Developer shall have the right to a public hearing before the City Council before any default can be established under this Agreement, as provided in this Article.

ARTICLE XII
TRANSFERS OF INTEREST.

12.1 Restrictions on Transfers. The City, in entering into this Agreement, has placed a special value, faith and confidence in the experience, background, and expertise of the Franchisee in the field of waste disposal. Such faith and confidence being a substantial consideration in the granting of this Agreement warrants the transfer restrictions provided in this Article XI.

12.2 Definition of Transfer. As used in this Section, the term "Transfer" shall include any hypothecation, mortgage, pledge, or encumbrance of this Agreement by Franchisee, subject to the exceptions set forth in Section 12.4 below. A Transfer shall also include the transfer to any person or group of persons acting in concert of more than thirty percent (30%) of the present equity ownership and/or more than thirty percent (30%) of the voting control of Franchisee (jointly and severally referred to herein as the "Trigger Percentages"), taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest to an affiliate owned or controlled by the present beneficial owners of Franchisee or members of their immediate family, or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family. A transfer of interests (on a cumulative basis) in the equity ownership and/or voting control of Franchisee in amounts less than Trigger Percentages shall not constitute a Transfer subject to the restrictions set forth herein. In the event Franchisee or its successor is a corporation or trust, such Transfer shall refer to the transfer of the issued and outstanding capital stock of Franchisee, or of beneficial interests of such trust; in the event that Franchisee or any

general partner comprising Franchisee is a limited or general partnership or a limited liability company, such Transfer shall refer to the transfer of more than the Trigger Percentages in the limited or general partnership or limited liability company interest; in the event that Franchisee or any general partner is a joint venture, such Transfer shall refer to the transfer of more than the Trigger Percentages of such joint venture partner, taking all transfers into account on a cumulative basis.

12.3 Transfers Require Approval. Franchisee shall not Transfer this Agreement or any of Franchisee's rights hereunder, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of City, and if so purported to be transferred, the same shall be null and void. Franchisee will submit its request for City consent to the City together with documents, including but not limited to: (i) the transferee's audited financial statements for at least the immediately preceding three (3) operating years; (ii) proof that the proposed transferee has municipal solid waste management experience on a scale equal to or exceeding the scale of operations conducted by Franchisee; (iii) proof that in the last five (5) years, the proposed transferee has not suffered any citations or other censure from any Federal, State, or local agency having jurisdiction over its waste management operations due to any significant failure to comply with Federal, State, or local waste management law and that the transferee has provided the City with a complete list of such citations and censures; (iv) proof that the proposed transferee has at all times conducted its operations in an environmentally safe and conscientious fashion; (v) proof that the proposed transferee conducts its municipal solid waste management practices in accordance with sound waste management practices in full compliance with all Federal, State, and local laws regulating the collection and disposal of waste, including hazardous waste; (v) proof that the transferee's officers or directors have no criminal convictions for fraud, deceit, false claims or racketeering with respect to the transferee's course of business; and (vi) any other information required by the City to ensure the proposed transferee can fulfill the terms of this Agreement, including the payment of indemnities and damages and provision of bonds and/or performance standards, in a timely, safe, and effective manner.

12.4 Exceptions. The requirement to obtain City approval for a Transfer shall not apply to any of the following:

(a) Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing and any resulting foreclosure therefrom.

(b) A sale or transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

(c) A sale or transfer to an affiliate of Franchisee owned or controlled by the present beneficial owners of Franchisee or members of their immediate family, or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family.

12.5 Assumption of Obligations. No attempted Transfer of any of Franchisee's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form approved by the City assuming such obligations. Following any such assignment or Transfer of any of the rights and interests of Franchisee under this Agreement, the exercise, use and enjoyment shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were Franchisee.

12.6 Release of Franchisee. City's consent to a Transfer shall not be deemed to release Franchisee of liability for performance under this Agreement unless such release is specific and in writing executed by City, which release shall not be unreasonably withheld. Upon the written consent of City to the complete assignment of this Agreement and the express written assumption of the assigned obligations of Franchisee under this Agreement by the assignee, Franchisee shall be relieved of its legal duty from the assigned obligations under this Agreement, except to the extent Franchisee is in default under the terms of this Agreement prior to said Transfer.

12.7 Franchisee to Pay Transfer Costs. Franchisee will pay City its reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed transferee or assignee, and to review and finalize any documentation required as a condition for approving any such Transfer.

12.8 Subcontracting. This Agreement, or any portion thereof, shall not be subcontracted except with the prior written consent of the City. No such consent shall be construed as making the City a Party to such subcontract, or subject the City to liability of any kind to any subcontractor. Franchisee shall submit all subcontracts for review and approval by the City and any permitted subcontract shall terminate on or before the termination of this Agreement. All subcontractors shall be licensed as required under State, Federal and local laws and regulations to perform their subcontracted work and obtain and maintain a City business license if required. Franchisee shall remain otherwise liable for the full and complete performance of its obligations hereunder.

12.9 Heirs and Successors. The terms, covenants and conditions of this Agreement shall apply to and shall bind the heirs, successors, executors, administrators and assigns of the Franchisee and City.

ARTICLE XIII
INSURANCE, INDEMNITY AND PERFORMANCE BOND.

13.1 Insurance. Franchisee shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

13.1.1 Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis. The policy of insurance shall be in an amount not less than either (i) a combined single limit of $2,000,000.00, or (ii) bodily injury limits of $1,000,000.00 per person, $2,000,000.00 per occurrence and $1,000,000.00 products

and completed operations and property damage limits of $2,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

13.1.2 Workers' Compensation Insurance. A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Franchisee and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Franchisee in the course of carrying out the work or services contemplated in this Agreement.

13.1.3 Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of $1,000,000.00 per person and $2,000,000.00 per occurrence and property damage liability limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate or (ii) combined single limit liability of $2,000,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

13.1.4 Umbrella Insurance. Umbrella coverage to bring total aggregate insurance coverage for all underlying insurance coverage to TWENTY MILLION DOLLARS ($20,000,000.00)

13.1.5 General Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees, and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days' prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the Franchisee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 13.1 to the Chief Administrative Officer. No work or services under this Agreement shall commence until the Franchisee has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the City.

13.1.6 No Limitation. Franchisee agrees that the provisions of this Article 12 shall not be construed as limiting in any way the extent to which the Franchisee may be held responsible for the payment of damages to any persons or property resulting from the Franchisee's activities or the activities of any person or persons for which the Franchisee is otherwise responsible.

13.1.7 Rating. The insurance policies required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California rated All or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class IV or better, unless such requirements are waived by the Chief Administrative Officer of the City.

13.1.8 Primary Insurance. The insurance policies shall be considered primary insurance as respects any other valid and collectible insurance the City may possess including

any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance and shall not contribute with it. The insurance policies shall act for each insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.

13.1.9 Changes in Market. In the event the Chief Administrative Officer determines that (i) the market conditions creates an increased or decreased risk of loss to City, (ii) greater insurance coverage is required due to the passage of time or (iii) changes in the insurance industry require different coverages be obtained, Franchisee agrees that the minimum limits of any insurance policy required to be obtained by Franchisee may be changed accordingly upon receipt of written notice from the Chief Administrative Officer.

13.2 Indemnification. Without regard to the limits of any insurance coverage, Franchisee agrees to indemnify, defend with counsel appointed by the City, protect and hold harmless the City, its representatives, officers, agents and employees against any and an fines, response costs, assessments, actions, suits, injunctive relief, claims, damages to persons or property, losses, costs penalties, obligations, errors, omissions or liabilities, ("claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with (i) violations of the commerce clause of the U.S. Constitution, AB 939, the Comprehensive Environmental Response, Compensation and Liability Act, Title 42 U.S.C. §9601 *et seq.* ("CERCLA") , HSAA, RCRA, any other Hazardous Waste laws, or other Federal, State or local environmental statutes, ordinances and regulations which arise from this Agreement; (ii) the negligent performance of the work or services of Franchisee, its agents, employees, subcontractors, or invitees, provided for in this Agreement; (iii) the negligent acts or omissions of Franchisee hereunder, or arising from Franchisee's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its representatives, officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its representatives, officers, agents or employees, who are directly responsible to the City, and in connection therewith:

(a) Franchisee will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Franchisee will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work or services of Franchisee hereunder; and Franchisee agrees to save and hold the City, its officers, agents and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Franchisee for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work or services of Franchisee hereunder, Franchisee agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers,

agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Franchisee's obligations hereunder shall survive the termination or expiration of this Agreement

13.3 Performance Bond. The City requires the Franchisee to delivered to the City a performance bond in the sum of the amount of ONE MILLION DOLLARS ($1,000,000.00), in the form provided by the Chief Administrative Officer. Said performance bond shall guarantee Franchisee's faithful performance of waste hauling services under the auspices of this Agreement, including without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement. The bond shall be unconditional and remain in force during the entire term of this Agreement and shall be null and void only if the Franchisee promptly and faithfully performs all terms and conditions of this Agreement. The performance bond must be issued by a surety meeting the requirements of Section 13.1.7.

13.4 AB 939 Guarantee and Indemnification. Without in any way limiting the indemnification provisions in Section 13.2 above, Franchisee unconditionally guarantees compliance with the requirements AB 939 as amended from time to time. Franchisee shall carry out its obligations under this Agreement so that the City will meet or exceed the diversion requirements set forth in AB 939, and all amendments thereto, as more fully set forth below. City and Franchisee shall reasonably assist each other to meet the City's AB 939 diversion requirements. In carrying out the provisions of this Section, Franchisee agrees to perform the following obligations at its cost and expense:

(a) Defend, with counsel approved by City, indemnify and hold harmless the City against all fines and/or penalties imposed by the Board, if Franchisee fails or refuses to provide information relating to its operations which is required under this Agreement and such failure or refusal prevents or delays City from submitting reports required by AB 939 in a timely manner;

(b) Assist City in preparing for, and participating in, the Board's biannual review of the City's source reduction and recycling element pursuant to Public Resources Code Section 41825;

(c) Assist City in responding to inquires from the Board in applying for an extension under Public Resources Code Section 41820, if so directed by City; in conducting any hearing conducted by the Board relating to AB 939; or in any other investigative or enforcement manner undertaken by any agency;

(d) Defend, with counsel acceptable to City, and Indemnify and hold harmless the City against any fines or penalties levied against it for violation of AB 939's diversion requirements, excepting any fine or penalty imposed if City's failure to meet the Act's diversion requirements is the result of an order.

(e) In cooperating with the City, should it seek to become its own enforcement agency, to the extent it may be permitted under State law.

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13.5 Education Programs. Franchisee and City shall jointly develop and implement a public awareness and education program that is consistent with the City's Source Reduction and Recycling Element and its Household Hazardous Waste Element and also the City's Stormwater Program

ARTICLE XIV
GENERAL PROVISIONS.

14.1 Late Payment Fee. City shall give Franchisee written notice of any delinquent payment of any sum owing to City by Franchisee under this Agreement. In the event that Franchisee does not pay City such delinquent sum within ten (10) days of the date of the written notice, Franchisee shall pay the City the pre-determined penalty of one and one-half percent (1.5%) interest per month, or any fraction of a month, on the amount of delinquent sum commencing from the date such sum was originally due.

14.2 Force Majeure. The time period(s) specified for performance of the provisions of this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Franchisee, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Franchisee shall within ten (10) days of the commencement of such delay notify the Chief Administrative Officer in writing of the causes of the delay; no extension of time for performance shall be granted, however, by reason of the unavailability of any Disposal Site or by reason of strikes, lockouts, or other labor disturbances, or breakage or accidents to vehicles, equipment, machinery or plants. The Chief Administrative Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Chief Administrative Officer such delay is justified. In no event shall Franchisee be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Franchisee's sole remedy being extension of the Agreement pursuant to this Section 14.2.

14.3 Notices. All notices, demands, requests, approvals, disapprovals, proposals, consents, or other communications whatsoever which this Agreement contemplates or authorizes, or requires or permits either Party to give to the other, shall he in writing and shall be personally delivered, sent by telecopier or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective Party as follows:

If to Franchisee: _____

If to City: CITY OF BELL
Chief Administrative Officer

A copy to: ALESHIRE & WYNDER, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Attention: David J. Aleshire, City Attorney

or to such other address as either Party may from time to time designate by notice to the other given in accordance with this Section 14.3. Notice shall be deemed effective on the date personally served or by facsimile or, if mailed, three (3) days from the date such notice is deposited in the United States mail.

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

14.5 Compliance with Immigration Laws. Franchisee agrees that, in the performance of this Agreement, it will comply with all applicable immigration laws and regulations.

14.6 No Liability of City Officials. No officer, employee or agent of the City shall be personally liable to the Franchisee, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Franchisee or to its successor, or for breach of any obligation of the terms of this Agreement.

14.7 Laws and Regulations. Franchisee shall observe all the terms of any City ordinance or resolution now in effect, or as the same may be subsequently adopted or amended by the City, governing or affecting the collection, removal and disposal of Municipal Solid Waste in the City of Bell. Franchisee further agrees to comply with all applicable county, State or Federal laws or regulations as they exist now or may subsequently be adopted or amended, governing the collection, removal and disposal of Municipal Solid Waste. Franchisee further agrees to comply with all applicable State and Federal laws governing employment, wages, working conditions, use of materials, equipment, supplies and the like.

14.8 Proprietary Information: Public Records. The City acknowledges that a number of the records and reports of the Franchisee are proprietary and confidential. Franchisee

is obligated to permit City inspection of certain of its records, as provided herein, on demand and to provide copies to City where requested. City will endeavor to maintain the confidentiality of all proprietary information provided by Franchisee and shall not voluntarily disclose such proprietary information. Notwithstanding the foregoing, any documents provided by Franchisee to City that are public records may be disclosed pursuant to a proper public records request.

14.9 [Reserved.]

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

14.11 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Franchisee warrants that it has not paid or given and will not payor give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement.

14.12 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

14.13 Integration: Amendment. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. This Agreement may only be amended at any time by the mutual consent of the Parties by an instrument in writing. This Agreement is intended, in part, to carry out City's obligations to comply with the provisions of AB 939 and regulations promulgated thereunder, as amended from time to time. In the event that AB 939 or other State or Federal laws or regulations enacted after this Agreement prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations. No other amendment of this Agreement shall be valid unless in writing duly executed by the Parties.

14.14 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties

hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

14.15 No Joint Venture. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Franchisee, its agents or employees, perform the services required herein, except as otherwise set forth. Franchisee shall perform all services required herein independent from the City and shall remain at all times as to City a wholly independent entity with only such obligations as are consistent with that role. Franchisee shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Franchisee in its business or otherwise or a joint venturer or a member of any joint enterprise with Franchisee.

14.16 Corporate Authorization. Franchisee has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Franchisee (or the shareholders if necessary) have taken all actions required by law, its articles of incorporation, its bylaws or otherwise, to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Franchisee have authority to do so. Entering into this Agreement does not violate any provision of any other Agreement to which Franchisee is bound.

IN WITNESS WHEREOF, the Parties hereto do hereby set their hands and seals as of the day and the year first written above.

FRANCHISEE

_____, a California Corporation

_____

By:
Title:

_____

By:
Title:

CITY OF BELL

By: _____
_____, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
City Attorney

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City of Bell
Agenda Report

DATE: March 7, 2012

TO: Mayor and Council Members

FROM: Terry Rodrigue PE, City Engineer
Debra Kurita, Interim Community Services Director

APPROVED By:

Arne Croce, Interim Chief Administrative Officer

SUBJECT: Purchase and installation of LED lighting at various locations throughout the City

RECOMMENDATION:

1. Approve an appropriations adjustment allocating $148,800 from the Energy Efficiency and Conservation Block Grant
2. Authorize payment to Republic ITS for purchase and installation of LED lighting in various locations throughout the City.

BACKGROUND:

In June of 2010 the City of Bell was awarded an Energy Efficiency Conservation Block Grant (EECBG) in the amount of $148,800 for the purpose of installing LED lighting on City owned street lights. This grant was awarded by the Federal Department of Energy in conjunction with the 2009 American Recovery and Reinvestment Act (ARRA). The advantage of LED lighting is the reduction of energy use and corresponding cost, which generates as much as 50% in savings, increases the life span of the lights for up to three times, provides a more natural light color, and creates better lighting coverage.

Due to the turnover and vacancies of key staff members during the grant period, which was June 2010 to December 2011, the purchase and installation of the LED lighting was not completed. On January 18, 2012, staff requested a grant extension and on February 14, 2012 staff received notification of extension of the grant period giving the City until March 19, 2012 to obligate the funds. The completion of the installation is required by June 1, 2013.

City staff has coordinated with SCE (Southern California Edison) to identify City owned street lights. The grant will provide funding to convert 165 of the 218 City owned fixtures. The delivery of the lighting fixtures will take 6-8 weeks and the installation will require another 6-8 weeks with an anticipated completion no later than June 30, 2012. As funds become available in future years, the remaining 53 fixtures would be completed.

The City's original contract for traffic signal maintenance in 2000 was with Peek Signal Maintenance, which was subsequently purchased by Republic ITS. This firm has completed many similar projects in other jurisdictions and due to the time constraints of obligating the funds by March 19th, staff has determined that the best option is to utilize Republic ITS for this project.

Staff anticipates advertising for competitive bids for the signal maintenance services later this year.

FISCAL IMPACT:

The cost for purchase and installation of 165 lights will be $135,535. The balance of the funds, $13,160, is allocated for City staff to administer the grant, and coordinate the installation for a total project cost of $148,800. The proposed project is fully funded by the Federal Department of Energy through an Energy Efficiency and Conservation Block Grant. There is no impact to the General Fund. Installation of the new lights will result in lower electricity costs for street lighting.

City of Bell
Agenda Report

DATE: March 7, 2012

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

FROM: Debra Kurita, Interim Community Services Director

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Bell Community Housing Authority Policies and Guidelines

RECOMMENDATION:

Adopt Resolution establishing the Bell Community Housing Authority Policies and Guidelines for Enforcement of Rent Payment and/or Eviction.

BACKGROUND AND DISCUSSION:

In 1995, pursuant to the California Housing Authorities Law, the City of Bell activated the Bell Community Housing Authority (BCHA), in order to assist the City in the acquisition, construction, financing, and management of low and moderate income housing within the City. Further, in 1995, BCHA issued bonds and acquired the Bell Mobile Home Park, located at 4874 Gage Ave and the properties that constitute the Florence Village Mobile Home Park, located at 5162-5246 Florence Avenue.

In 2005, BCHA issued $20,790,000 in lease revenue bonds which refunded the 1995 bonds and generated approximately $6 million in funds to finance the construction, acquisition and rehabilitation of various rental housing properties. The Authority used these bond proceeds to purchase or construct a number of apartments and single family homes. The rental income from the approximately 358 tenants of the mobile home parks and the residential units are pledged to the lease revenue bonds' annual debt service payments of approximately $1.3 million.

In November 2010, the management and operations of the mobile home parks was assigned to staff of the Community Services Department; prior to that time, this function was performed by a contract property management firm. In July 2011, the property management of the 64 rental units was also assigned to the Community Services Department staff.

One of the important elements of property management is ensuring the collection of rental payments in a timely manner. Over the past several months, in consultation and coordination with the City Attorney's Office, the property management staff has been systematically addressing the issue of tenants with significantly delinquent accounts. In order to establish an effective and efficient process for appropriately managing compliance with the rental agreements, the proposed polices and guidelines for the enforcement of rent payments and, if necessary, the processing of evictions was developed. The document defines the procedures for the provision of friendly reminders, the establishment of payment plans, the serving of notices to terminate possession of the BCHA premises, and the commencement of eviction

procedures for mobile home park residents and apartment unit tenants who fail to pay rent. Additionally, the guidelines outline the process of removing an abandoned mobile home and the disposal of BCHA owned property, such as a mobile home, recreation vehicle or trailer, that has been declared surplus. All of the provisions of the proposed guidelines and procedures conform with Civil Code and other State laws.

The adoption of the proposed resolution will provide clarity of the process to the tenants, staff, and the community. Upon approval, the procedures will be posted at the mobile home parks and distributed to tenants with their rental agreements.

FINANCIAL IMPACT

There is no direct fiscal impact associated with this action. The annual budget for BCHA, including the $1.3 million for debt service, is approximately $2.7 million.

RESOLUTION NO. 2012-29

A RESOLUTION OF THE BELL COMMUNITY HOUSING AUTHORITY APPROVING THE POLICIES AND GUIDELINES FOR ENFORCEMENT OF RENT PAYMENT AND/OR EVICTION

WHEREAS, pursuant to the California Housing Authorities Law, on February 21, 1995, the City of Bell activated the Bell Community Housing Authority to assist the City in the acquisition, construction and management of low and moderate income housing within the City; and

WHEREAS, the Bell Community Housing Authority accommodates over 358 tenants among the Bell Mobile Home Park, the Florence Village Mobile Home Park and 64 Apartment units; and

WHEREAS, in October 2005, the Bell Community Housing Authority issued $20,790,000 in Lease Revenue Bonds pledging the proceeds of rents from the Mobile Home Parks and the Apartment Units to the payment of the debt service; and

WHEREAS, in November 2010, the responsibility for the property management and administration of the City's mobile home parks was assigned to in-house staff of the Community Services Department, an assignment that had previously been performed by a contracted property management firm; and

WHEREAS, in July 2011, the property management and administration of the City's rental apartment units was assigned to in-house staff of the Community Services Department, an assignment that was re-assigned from the Community Development Department and had previously been performed by a contracted property management firm; and

WHEREAS, an essential element in ensuring the collection of rent and, thereby, the payment of the debt service, is the enforcement of polices and guidelines for rent payments and, if necessary, eviction;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BELL COMMUNITY HOUSING AUTHORITY DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:

Section 1. That the Bell Community Housing Authority Policies and Guidelines for Enforcement of Rent Payment and/or Eviction as detailed in Exhibit A are hereby adopted.

Section 2. That the Interim City Manager and/or his designee is authorized and directed to implement these policies and guidelines.

Section 3. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED, AND ADOPTED this 7th day of March 2012.

Ali Saleh, Mayor

APPROVED AS TO FORM:

David Aleshire, City Attorney

I, Patricia Healy, Interim City Clerk of the City of Bell, hereby attest and certify that the above and foregoing resolution was duly adopted by the Bell City Council at its regular meeting held on the 7th day of March 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Patricia Healy, Interim City Clerk

City of Bell
Bell Community Housing Authority
Policies and Guidelines for Enforcement of Rent Payment and/or Eviction

I. PURPOSE

The City of Bell ("City") owns two mobile home parks, Florence Village Mobile Home Park and Bell Mobile Home Park, several apartment units located within City limits, and four apartments located in the Florence Village Mobile Home Park. The City's Community Housing Authority ("BCHA") manages the spaces in the City-owned mobile home parks and apartment units, which accommodates over 358 tenants among all the properties.

II. INTENT

A. To identify and establish the criteria for appropriate management of tenants' compliance with the City's mobile home parks' rules and regulations and rental leases and/or agreements.

B. To establish policies and procedures for the enforcement of the City's mobile home parks' rules and regulations and rental agreements entered by and between tenants and BCHA through processes, which include, but is not limited to, payment plans. The intent is to minimize legal costs associated with the unlawful detainer process and to demonstrate a willingness on the City's behalf to work with residents.

C. To establish policies and procedures for unlawful detainer actions in order to minimize loss of rental revenue to the City.

D. To establish procedures for the removal or disposal of surplus property that may become the property of BCHA during an eviction process or by any other means.

III. DEFINITIONS

A. BCHA: Bell Community Housing Act.

B. Delinquent Tenant: A tenant who has breached a rental agreement by conduct which includes, but is not limited to, failure to pay rent, breach of a payment plan, failure to comply with a reasonable mobile home park rule or regulation as set forth in the rental agreement, and conduct on the premises constituting a substantial annoyance to other residents.

C. Unlawful Detainer Action: A lawsuit brought by a landlord against a tenant where the landlord claims that a tenant no longer has the right to occupy the property.

IV. COMMON GROUNDS FOR TERMINATION OF RENTAL AGREEMENT AND TENANCY

A. Breach of a Rule or Regulation. The tenancy of a resident who is in breach of a rule or regulation set forth in the rental agreement may be subject to termination.

B. Conduct Constituting Substantial Annoyance. A tenant whose conduct constitutes a substantial annoyance to other homeowners or resident may be subject to eviction from the City-owned premises.

C. Non-Payment of Rent. All tenants are to pay rent by the 6th of every month. If a tenant fails to pay the rent as required by the rental agreement, the tenant is considered delinquent in the payment of rent and a late fee will be assessed.

V. MOBILE HOME PARK RESIDENTS

A. Eviction Procedures for Mobile Home Park Residents for Failure to Pay Rent.

i. Friendly Reminder. Upon the non-payment of rent, which may not exceed one month, BCHA shall send a reminder to any delinquent mobile home tenant notifying that s/he is behind in the rent and s/he is to contact a BCHA representative to discuss a payment plan.

ii. Payment Plans.

1. If the delinquent tenant opts to enter into a payment plan for the rent owed, s/he is to execute a written agreement to make monthly installments towards the arrears in addition to paying the current monthly rent. Mobile homeowners are encouraged to enter into payment plans. [Delinquent tenants may not be placed on a payment plan more than once in a 12-month term.]

2. If a delinquent tenant does not contact BCHA staff and fails to pay rent and late fees, BCHA will begin the unlawful detainer process

3. If a delinquent tenant breaches the payment plan and fails to pay rent, BCHA will begin the unlawful detainer process.

iii. Notices. BCHA shall prepare and serve the appropriate notices to terminate possession of the premises and to terminate the lease agreement pursuant, but not limited, to *Civil Code* sections 798.55(b), 798.56(d), 799.65, 799.70, and 1946, and *Code of Civil Procedure* section 1161.

iv. Commencement of Litigation. If a delinquent tenant fails to cure the ground(s) for termination of the lease (i.e., pay rent owed, vacate the premises or both) within the time as proscribed by the notices, BCHA staff shall seek approval of the City Manager to commence litigation against said delinquent tenant.

B. Remedies Sought Against Mobile Home Park Residents.

i. The City will seek to recover possession of the space the tenant occupies in the mobile home park.

ii. The City will also seek a monetary judgment which may include, but is not limited to, attorney's fees and costs, and the amount of rent found due.

C. Removal of Mobile Home. In the event that a mobile home park tenant fails to remove the mobile home from the park and abandons the mobile home, the City will seek the court's approval to sell the abandoned mobile home and its contents pursuant, but not limited to California *Civil Code* section 798.61, and City rules, procedures, ordinances and regulations pertaining to the acquisition and disposition of property.

D. Removal of Surplus Property

Director of Community Services shall submit to the Finance Department, at such time and in such form as prescribed by the Finance Director, reports identifying any mobile homes, recreation vehicles or trailers owned by BCHA that are declared surplus. With the approval of the City Manager, the Community Services Director, or a designee, shall have authority to sell the surplus unit. The City shall sell the mobile home, recreation vehicle or trailer in an "as is" condition and may require the purchaser to remove the unit from the mobile home park property as a condition of the sale.

Any sale of surplus mobile homes, recreation vehicles or trailers shall be made by the most effective method; this may include formal sealed bids, public auction, or negotiations. The City may require a certified check when selling these units.

If the Director of Community Services determines that such surplus property shall be disposed of by auction, the Director, with approval of the City Manager, shall designate the person to conduct the auction and the person to act as clerk, to make a record of bids and payments during said auction. The Director may employ the use of an on-line auction process or may contract with professional auctioneers and clerks who shall receive compensation solely out of the proceeds of the auction. All sales using this process shall be for cash and the purchase price shall be paid immediately upon the sale being declared by the auctioneer.

In the event the mobile home, recreation vehicle or trailer is offered at public auction, any person, including a City employee, may make an offer to purchase the unit. However, no City employee shall purchase any mobile home sold by means other than a public auction. Further, in no event shall the Finance Director, or any department head conducting the sale, regardless of its form, be a purchaser of the mobile home unit.

If after the mobile home, recreation vehicle or trailer is offered for sale through sealed bids, public auction, or negotiations, there are no offers on the unit, the Community Services Director, with approval by the City Manager, may abate the unit by securing the services of a contractor to remove and dispose of the mobile home, recreation vehicle or trailer.

VI. APARTMENT UNIT TENANTS

A. Eviction Procedures for Apartment Unit Tenants For Failure to Pay Rent.

i. Friendly Reminder. Upon the non-payment of rent, which may not exceed one month, BCHA will send a reminder to any delinquent tenant notifying that s/he is behind in the rent and s/he is to contact a BCHA representative. BCHA staff will offer and discuss a possible payment plan to assist the tenant to become current with the rent.

ii. Payment Plans.

1. If the delinquent tenant opts to enter into a payment plan for the rent owed, s/he is to execute a written agreement to make monthly installments towards the arrears in addition to paying the current monthly rent. Mobile homeowners are encouraged to enter into payment plans. [Delinquent tenants may not be placed on a payment plan more than once in a 12-month term.]

2. If a delinquent tenant does not contact BCHA staff and fails to pay rent and late fees, BCHA will begin the unlawful detainer process

3. If a delinquent tenant breaches the payment plan and fails to pay rent, BCHA will begin the unlawful detainer process.

iii. Notices. BCHA staff shall prepare and serve the appropriate notices to terminate possession of the premises and to terminate the lease agreement pursuant, but not limited to *Code of Civil Procedure* sections 1161 *et seq.*

iv. Commencement of Litigation. If a delinquent tenant fails to cure the ground(s) for termination of the lease (i.e., pay rent owed, vacate the premises or both) within the time as proscribed by the notices, BCHA staff shall seek approval of the City Manager to commence litigation against said delinquent tenant.

B. Remedies Sought Against Apartment Unit Tenants.

i. The City will seek a writ of possession of the premises to evict the delinquent tenant.
ii. The City will further seek a monetary judgment which may include, but is not limited to, attorney's fees and costs, and the amount of rent found due.

City of Bell
Agenda Report

DATE: March 7, 2012

TO: Mayor and Members of the City Council

FROM: Magdalena Prado, Senior Management Analyst

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Review of new City of Bell Logo

RECOMMENDATION:

The City Council:

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

BACKGROUND AND DISCUSSION:

The election of a new City Council last March has ushered in a new era in Bell City government. Over the past year, the City Council has undertaken a number of initiatives to reinforce the changes in City government. These have included major reforms, such as the community priority workshop held in January and smaller ones like installing transparent glass on the City Hall and Police Station doors. Another symbol of the City of Bell's renewal would be to develop a new City logo.

Late last year, staff sought to identify a new logo design concept by seeking out pro bono services from students at the Center for Design in nearby Pasadena. This was not a fruitful effort. Staff then asked the current City of Bell website administrators, Ewing Beland, also a design development firm, to assist the City in elaborating a new City of Bell logo design.

On February 17, 2012, Mayor Saleh, Councilmember Nestor Valencia, and staff met with representatives from Ewing Beland to provide background from which to base their initial design concepts. A subsequent meeting took place on February 24, 2012 to review an array of design renderings. These were then narrowed down to the four black and white designs attached to the this report.

At this time, staff seeks the Council's direction to continue elaborating these designs. Staff recommends, upon Council approval, the proposed drawings are colorized, and displayed both at City Hall and on the City website to solicit public opinion, which may be gathered via Survey Monkey, a free online research tool. After a-one week display period, Council may select a new logo design concept at the Wednesday, March 14, 2012 City Council meeting. Also, staff recommends incorporating the following into the logo: *Founded 1927—Renewed 2011*

FINANCIAL IMPACT

Ewing Beland agreed to provide their design services to develop a final logo design at a reduced cost not to exceed $1,700, for twenty hours of service; to date 10.5 hours or $892.50 have been incurred. Typically, the elaboration of a design logo and City seal would require a minimum of forty hours of design work. The work is paid for out of the Transition Support budget item. The cost of implementing a new logo can be phased in over time as the City replaces letter heads, business cards and other branded items.

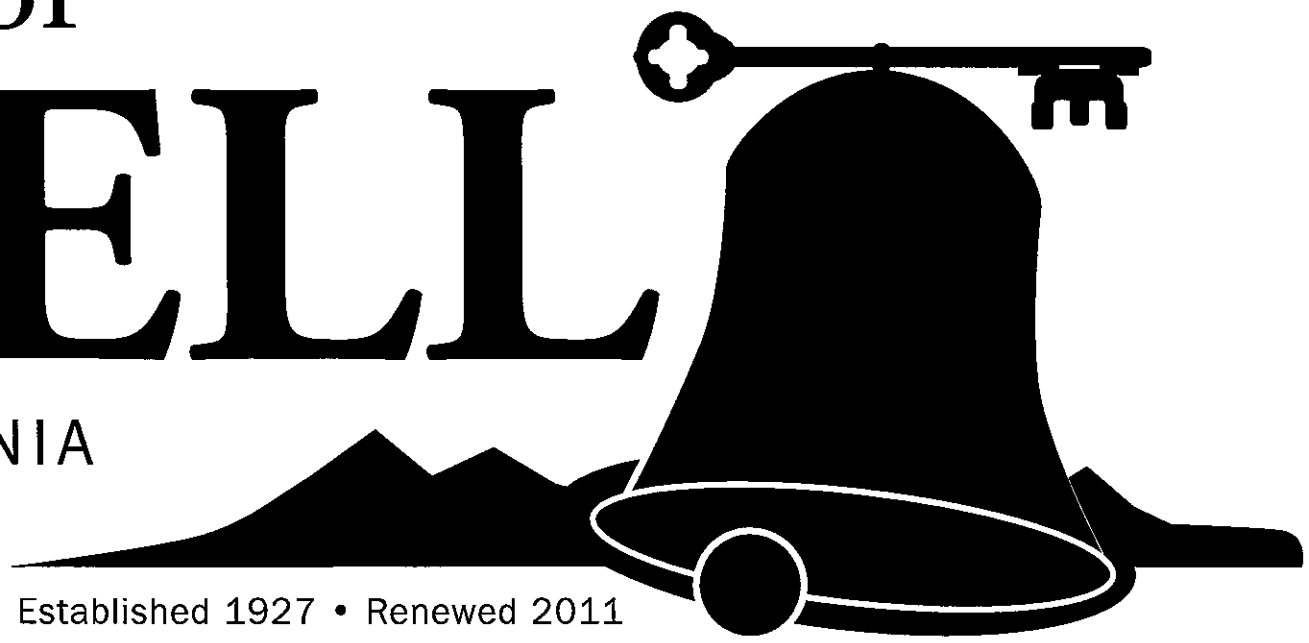
ATTACHMENT

A. City of Bell Logos

City of

BELL

CALIFORNIA



Established 1927 • Renewed 2011

Founded in 1927 • Renewed in 2011
City of Bell
CALIFORNIA

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City of Bell
Agenda Report

DATE: March 7, 2012

TO: Mayor and Members of the City Council

FROM: Pamela S. Easter, Co-Interim Finance Director

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Addendum No. 2 to City of Bell and Oldtimers Foundation Agreement for Paratransit Services for Bell Residents

RECOMMENDATION:

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

BACKGROUND AND DISCUSSION:

The Oldtimers Foundation has provided Paratransit services for Bell residents, since 1996. The original Agreement was executed in 1996. This recommended Addendum No. 2 would the second modification to the original Agreement. This year, the City has also issued a Request for Proposal (RFP) process to provide Paratransit services for Bell residents. This is expected to be awarded by the City Council on April 18, 2012.

Each year, the Los Angeles County Metropolitan Transportation Authority (MTA) audits each City's expenditure of Proposition A and C as well as Measure R funds – voter approved measures. The City of Bell uses Proposition A and C funds for the operation of the Paratransit Services. MTA requires a Council approved agreement between the City and the provider, for the expenditure of funds to be allowed. For the period beginning July 1, 2010, such a Council approved agreement was not in place. The MTA auditors are placing this fact as a finding in their Audit review of the City of Bell's expenditure of funds. The attached Addendum between the City and Oldtimers Foundation would provide the official Council action required for the period from July 1, 2010 through such time in 2012 a new contract for Paratransit services is awarded. If approved, the Council action would be provided to MTA and we would request that this be shown as evidence to allow the expenditure of Proposition A funds.

This Addendum has been reviewed and agreed upon by Oldtimers Foundation representatives and the City Attorney's Office.

Attachment: Addendum No. 2 to City of Bell and Oldtimers Agreement

ADDENDUM NO. 2 TO
CITY OF BELL AND OLDTIMERS FOUNDATION
AGREEMENT FOR PARATRANSIT SERVICES
FOR BELL RESIDENTS

This ADDENDUM NO. 2 TO CITY OF BELL AND OLDTIMERS FOUNDATION AGREEMENT FOR PARATRANSIT SERVICES FOR BELL RESIDENTS ("Addendum") is made and entered into effective as of July 1, 2010 ("Effective Date") by and between the City of Bell, a municipal corporation (the "City") and Steelworkers Old Timers Foundation, a California non-profit public benefit corporation ("OTF"). The City and OTF are hereinafter collectively referred to as "Parties".

RECITALS

A. On or about July 1, 2000, an Agreement regarding "Paratransit Services For Bell Residents" by and between the City and OTF, hereinafter referred to as "Agreement," was executed between the City and OTF for the provision of transit services, including dial-a-ride services.

B. On or about April 1, 2008, the City and OTF executed a First Addendum to the Agreement.

C. On May 17, 2011, the City, in writing, notified OTF that the Agreement and appurtenant lease and purchase agreements for vehicles (Joint Purchase Agreement and Motor Vehicle Lease, each dated June 29, 2010) were being terminated in accordance with the terms of the Agreement, effective June 30, 2011 ("Termination Date").

D. The City initiated a bid process for a new paratransit vendor on or about July 14, 2011. OTF has been included in the vendor list.

E. City and OTF have informally arranged for OTF to continue providing service after July 1, 2010 and now desire to enter into this amendment to extend the existing Agreement until the City completes a bid process for continuation of services.

AGREEMENT

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

Section 1. Amendments to the Agreement.

The Parties agree to amend the Agreement as follows:

A. Section 1, "Term" is amended to read, in its entirety:

The term of this Agreement shall begin on July 1, 2000 and shall continue on a month-to-month basis until terminated in accordance with Section 10 of the Agreement.

At the end of the Term, or in the event this Agreement is terminated in accordance with Section 10, OTF shall cooperate fully with City and any subsequent paratransit service provider to assure a smooth transition of paratransit services. OTF's cooperation shall include, but not be limited to, providing the following operating records needed to provide paratransit services within the City: Trip Sheets; Year End National Transit Database ("NTD") Reports; NTD Audit Reports; rider database; and vehicle inspection and maintenance records.

B. Section 4, "Payment" is amended to add the following paragraphs:

Notwithstanding the foregoing, OTF represents and warrants that it has paid the balance of loans held by Creative Bus Services on the vehicles ("Vehicles") described in the Joint Purchase Agreement dated June 29, 2010 ("Joint Purchase Agreement") and the Motor Vehicle Lease dated June 29, 2010 ("Motor Vehicle Lease"), such balance totaling $35,143.03.

In consideration for the promises and obligations given and assumed by OTF hereunder, for services provided in any given month, where payment for services by City to OTF is not timely, interest shall accrue at the rate of 10 percent per annum, compounded daily, on the principal and interest of such balance, accruing from the date of the invoice until the date payment of the principal and all accrued interest is made by or on behalf of City.

As a further consideration for OTF entering into this Agreement, the Parties agree that the prevailing party in any action to enforce the terms of this Agreement, including to seek payment for paratransit services provided hereunder, shall be entitled to reasonable attorney's fees and costs incurred in such enforcement action.

As consideration for City entering into this Addendum, including the provisions hereinabove, OTF agrees to provide services without any adjustments to the rate charged for such services in effect at the Termination Date, for COLA, increases in fuel costs, or other increases in operating costs, notwithstanding section 4 of the First Addendum.

C. Section 10, "Breach and Termination" is amended to add the following paragraphs:

This Agreement may be terminated at any time, with or without cause, by either Party upon 30 days prior written notice. Notice shall be served in accordance with Section 16 of this Agreement. Termination under this provision may be effected subject to the notice provisions above without being deemed to be in breach of this Agreement.

The Parties agree and acknowledge that OTF is not in breach of Section 12 of the Motor Vehicle Lease by OTF's continuing possession of the Vehicles past the Termination Date, and that the term of the lease under Section 2 of the Motor Vehicle Lease is hereby amended to run until the termination of this Agreement.

As consideration for City entering into this Addendum, including the provisions hereinabove, OTF agrees and acknowledges that this Addendum shall not operate as a waiver of any claims, rights, defenses or obligations that City might assert or can assert under the Joint Purchase Agreement or the Motor Vehicle Lease.

Section 2. Remaining Portions of the Agreement.

Except as otherwise expressly set forth in this Addendum No. 2, all other provisions of the Agreement, as amended, remain unchanged and in full force and effect between the City and the OTF.

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

DATED: March 1, 2012

STEELWORKERS OLD TIMERS FOUNDATION:

Irene Muro, Executive Director

DATED: March ___, 2012

CITY:
CITY OF BELL

Ali Saleh, Mayor

ATTEST:

Pat Healy, Interim City Clerk

APPROVED AS TO FORM:

David J. Aleshire, City Attorney

City of Bell
Agenda Report

DATE: March 7, 2012

TO: Mayor and Members of the City Council Acting as Successor Agency to the former Bell Community Redevelopment Agency

FROM: Nancy Fong, AICP, Interim Community Development Director

APPROVED BY: Arne Croce, Interim City Manager

SUBJECT: Consideration of actions relating to appointments to the Oversight Board to the Successor Agency to the former Bell Community Redevelopment Agency

RECOMMENDATION:

Staff recommends the City Council, acting as Successor Agency, take the following actions:

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

BACKGROUND/DISCUSSION:

On December 29, 2011, the California Supreme Court upheld AB 26x1, which dissolved all of the redevelopment agencies in California. Now that the Bell Community Redevelopment Agency (Agency) has been dissolved as of February 1, 2012, the City of Bell (City) has decided to serve as the Successor Agency to the Agency (Successor Agency). In addition, the City also chose to become the Housing Successor Agency to the former Agency. Subject to monitoring by, and in some cases the approval of, an oversight board, the Successor Agency is responsible for the winding down of the Agency's obligations and affairs. The purpose of this staff report and requested actions is to focus on the Oversight Board to the Bell Successor Agency (Oversight Board); specifically who the Oversight Board members are, how the membership is selected, and the authority the Oversight Board has over the Successor Agency and dissolution of the Agency.

Every former redevelopment agency will be dissolved by a successor agency with supervision and guidance provided by an oversight board. The oversight board has a fiduciary responsibility to holders of enforceable obligations and the taxing entities that benefit from the distribution of property tax and other revenue. At the State level, the Department of Finance has ultimate authority over the dissolution process and may review any action taken by the oversight board. Each oversight board is comprised of seven members. ABx1 26, as codified in Health and Safety Code Section 34179, provides the manner by which members of an oversight board shall be appointed:

1. One member appointed by the county board of supervisors.
2. One member of the public appointed by the county board of supervisors.
3. One member appointed by the county superintendent of education to represent schools.
4. One member appointed by the mayor for the city that formed the redevelopment agency.
5. One member representing the employees of the former redevelopment agency appointed by the mayor.
6. One member appointed by the largest special district.
7. One member appointed by the Chancellor of the California Community Colleges.

Given the appointments defined in the Law, Bell's Oversight Board will be comprised of appointees as follows:

2 County Appointees	Community College Appointee	Super. of Education Appointee	Largest Special District Appointee	2 City Appointees
•1 general appointment •1 member of the general public				•1 Mayoral appointment •1 employee of former RDA

The Oversight Board to the Bell Successor Agency will have significant influence and control over the activities leading up to the dissolution of all obligations and assets of the former Bell Community Redevelopment Agency. Given the complexities outlined in the Law, the Oversight Board needs to meet as soon as possible to address several date-specific requirements. Of immediate importance is the date of April 15, 2012. By this date, the Oversight Board will need approve the Recognized Obligation Payment Schedule (ROPS) the Successor Agency has already approved and an administrative budget. Because the ROPS must be transmitted to the State Controller and Department of Finance on April 15, it is recommended the Oversight Board meet at least once in March to approve the ROPS before the April 15 deadline.

CONCLUSION:

Given the amount of work and preparations that need to be made, it is recommended the City take the initials steps concerning the Oversight Board that are afforded to them as Successor Agency. The following represents a list that should be discussed and addressed:

1. Determine which two appointments the Mayor would like to make to serve as the two City selections to the Oversight Board.

2. Direct staff to reach out to County Supervisor Gloria Molina and other members of the Oversight Board to discuss:

    a. Impact the dissolution of redevelopment will have on the City. With redevelopment money, the City will be at a serious disadvantage to complete infrastructure, economic development, job creation or affordable housing projects and programs.

    b. Projects the City would still like to accomplish with Oversight Board support. While redevelopment may be dead, there are other provisions in the Law that encourages cooperation between the City and other taxing entities to make sure ongoing projects and programs are still completed.

    c. Potential membership of the Oversight Board. There is nothing in the Law that precludes staff from meeting with other taxing entities that will be represented on the Oversight Board to discuss potential appointees

3. Establish a date and time for first Oversight Board meeting. The meeting will be a public meeting and follow all of the rules and procedures of a regular City Council meeting. Staff will need to be prepared to draft agendas, take minutes, prepare and deliver presentations, and carry out any actions assigned to them by the Oversight Board.

Attachment:
Memo from RSG, Inc., dated February 29, 2012

RSG
INTELLIGENT COMMUNITY DEVELOPMENT

ROSENOW SPEVACEK GROUP INC.
309 WEST 4TH STREET
SANTA ANA, CA
92701-4502

T 714 541 4585
F 714 541 1175
E INFO@WEBRSG.COM
WEBRSG.COM

Via Electronic Mail

February 28, 2012

Nancy Fong, Acting Community Development Director
City of Bell
6330 Pine, Avenue
Bell, California 90201

IMPORTANCE AND RESPONSBILITIES OF THE OVERSIGHT BOARD TO THE CITY OF BELL SUCCESSOR AGENCY

Overview

On December 29, 2011, the California Supreme Court upheld AB 26x1, which dissolved all of the redevelopment agencies in California, and struck down AB 27x1 which allowed redevelopment agencies to remain in existence if they opted in to the Voluntary Alternative Redevelopment Program. Now that the Bell Community Redevelopment Agency (Agency) has been dissolved as of February 1, 2012, the City of Bell (City) has decided to serve as the Successor Agency to the Agency (Successor Agency). In addition, the City also chose to become the Housing Successor Agency to the former Agency. Subject to monitoring by, and in some cases the approval of, an oversight board, the Successor Agency is responsible for the winding down of the Agency's obligations and affairs. The purpose of this memo is to focus on the Oversight Board to the Bell Successor Agency (Oversight Board); specifically who the Oversight Board members are, how the membership is selected, and the authority the Oversight Board has over the Successor Agency and dissolution of the Agency.

Oversight Board Membership and Selection Process

Every former redevelopment agency will be dissolved by a successor agency with supervision and guidance provided by an oversight board. The oversight board has a fiduciary responsibility to holders of enforceable obligations (bond holders, 3rd party contracts, etc) and the taxing entities that benefit from the distribution of property tax and other revenue. Because of this duty, oversight boards may or may not take action that is in the best interest of the local community but rather at the benefit to their jurisdictions. At the State level, the Department of Finance has ultimate authority over the dissolution process and may review any action taken by the oversight board.

Each oversight board is comprised of seven members. ABx1 26, as codified in Health and Safety Code Section 34179, provides the manner by which members of an oversight board shall be appointed:

1. One member appointed by the county board of supervisors.
2. One member of the public appointed by the county board of supervisors.
3. One member appointed by the county superintendent of education to represent schools if the superintendent is elected. If the county superintendent of education is appointed,

then the appointment made pursuant to this paragraph shall be made by the county board of education.

4. One member appointed by the mayor for the city that formed the redevelopment agency.
5. One member representing the employees of the former redevelopment agency appointed by the mayor
6. One member appointed by the largest special district, by property tax share, with territory in the territorial jurisdiction of the former redevelopment agency.
7. One member appointed by the Chancellor of the California Community Colleges.

Given the appointments defined in the Law (also summarized on last page of memo), Bell's Oversight Board will be comprised of appointees as follows:

2 County Appointees	Community College Appointee	Super. of Education Appointee	Largest Special District Appointee	2 City Appointees
•1 general appointment •1 member of the general public				•1 Mayoral appointment •1 employee of former RDA

The County Auditor-Controller issued a letter on February 13, 2012, that defined the "Largest Special District Appointee" for each oversight board in the County. Based on the County Auditor-Controller's records, the Consolidated Fire Protection District was identified as the largest special district that met the ABx1 26 criteria for the Oversight Board.

Considerable debate has taken place as to who may be selected as the two city appointments. There have been a wide range of selections already made by successor agencies in Los Angeles County including mayors, city council members, city managers, department heads, chamber of commerce directors, real estate brokers, and other community stakeholders. In the end, the two city appointments should be people who support the future growth and prosperity of their local community.

Oversight Board members will serve without compensation or reimbursement for expenses. In addition, each member will have personal immunity from suit for their actions taken within the scope of their responsibilities as Oversight Board members. Individuals selected to serve on the Oversight Board may only serve on up to five Boards. For example, the County of Los Angeles may not select one person to serve on all 71 successor agency oversight boards in the County. Starting on July 1, 2016, all of the local oversight boards in the State of California will be replaced with one oversight board for each county.

Duties and Authority of the Oversight Board

The Oversight Board will have significant influence over the dissolution of the former Agency. Health and Safety Code Section 34180 defines Successor Agency actions that must be approved by the Oversight Board:

1. The establishment of new repayment terms for outstanding loans where the terms have not been specified prior to the date of this part.

2. Refunding of outstanding bonds or other debt of the former redevelopment agency by successor agencies in order to provide for savings or to finance debt service spikes; provided, however, that no additional debt is created and debt service is not accelerated.

3. Setting aside of amounts in reserves as required by indentures, trust indentures, or similar documents governing the issuance of outstanding redevelopment agency bonds.

4. Merging project areas.

5. Continuing the acceptance of federal or state grants, or other forms of financial assistance from either public or private sources, where assistance is conditioned upon the provision of matching funds, by the successor entity as successor to the former redevelopment agency, in an amount greater than five (5) percent.

6. If a city, county, or city and county wishes to retain any properties or other assets for future redevelopment activities, funded from its own funds and under its own auspices, it must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax for the value of the property retained.

    a. If no other agreement is reached on valuation of the retained assets, the value will be the fair market value as of the 2011 property tax lien date as determined by the county assessor.

7. Establishment of the Recognized Obligation Payment Schedule (ROPS).

8. A request by the successor agency to enter into an agreement with the city, county, or city and county that formed the redevelopment agency that it is succeeding.

9. A request by a successor agency or taxing entity to pledge, or to enter into an agreement for the pledge of, property tax revenues

Health and Safety Code Section 34181 outlines activities and actions that the Oversight Board shall direct the Successor Agency to do:

1. Dispose of all assets and properties of the former redevelopment agency that were funded by tax increment revenues of the dissolved redevelopment agency; provided, however, that the oversight board may instead direct the successor agency to transfer

ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, and fire stations, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset. Any compensation to be provided to the successor agency for the transfer of the asset shall be governed by the agreements relating to the construction or use of that asset. Disposal shall be done expeditiously and in a manner aimed at maximizing value.

2. Cease performance in connection with and terminate all existing agreements that do not qualify as enforceable obligations.

3. Transfer housing responsibilities and all rights, powers, duties, and obligations along with any amounts on deposit in the Low and Moderate Income Housing Fund to the appropriate entity. (If passed, pending legislation would allow the Housing Successor Agency to maintain all housing funds of the former Agency)

4. Terminate any agreement, between the dissolved redevelopment agency and any public entity located in the same county, obligating the redevelopment agency to provide funding for any debt service obligations of the public entity or for the construction, or operation of facilities owned or operated by such public entity, in any instance where the oversight board has found that early termination would be in the best interests of the taxing entities.

5. Determine whether any contracts, agreements, or other arrangements between the dissolved redevelopment agency and any private parties should be terminated or renegotiated to reduce liabilities and increase net revenues to the taxing entities, and present proposed termination or amendment agreements to the oversight board for its approval. The board may approve any amendments to or early termination of such agreements where it finds that amendments or early termination would be in the best interests of the taxing entities.

Summary & Recommendations

The Oversight Board to the Bell Successor Agency will have significant influence and control over the activities leading up to the dissolution of all obligations and assets of the former Bell Community Redevelopment Agency. Given the complexities outlined in the Law, the Oversight Board needs to meet as soon as possible to address several date-specific requirements. Of immediate importance is the date of April 15, 2012. By this date, the Oversight Board will need to have approved the Recognized Obligation Payment Schedule (ROPS) the Successor Agency has already approved and an administrative budget. The administrative budget allocated to the Successor Agency will help defray costs of Oversight Board meetings and other dissolution-related activities. Because the ROPS must be transmitted to the State Controller and Department of Finance on April 15, it is recommended the Oversight Board meet at least once in March to approve the ROPS before the April 15 deadline.

The Successor Agency can either proactively plan and coordinate the activities of the Oversight Board, or simply wait for the process to move forward in a manner that may not be in the best

interests of the City. Given the amount of work and preparations that need to be made, it is recommended the City take the first approach and start making decisions that are afforded to them as Successor Agency. The following represents a short list that should be discussed and addressed as soon as possible:

1. Determine which two appointments the Mayor would like to make to serve as the two City selections to the Oversight Board.

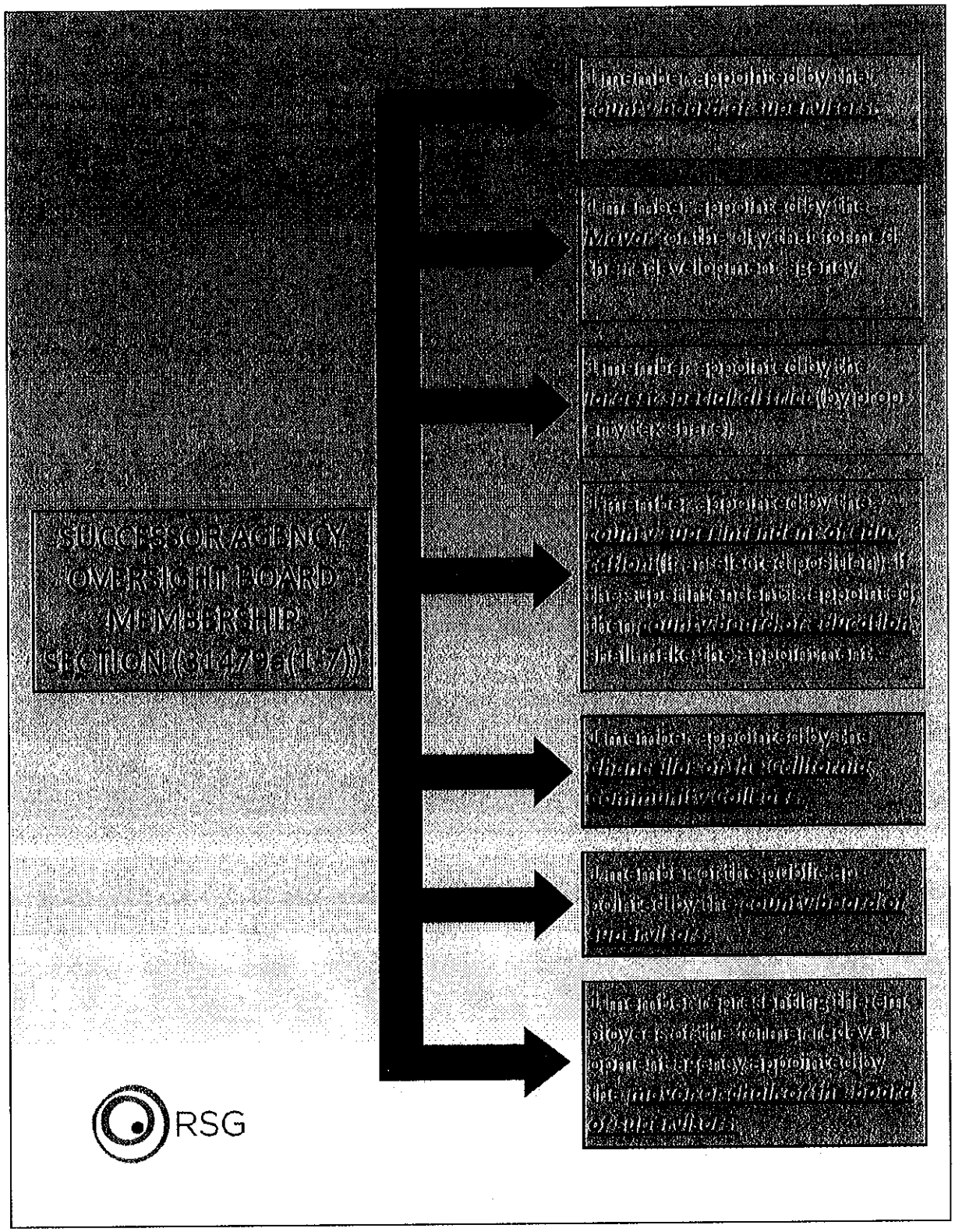
2. Reach out to County Supervisor Gloria Molina and other members of the Oversight Board to discuss:

    a. Impact the dissolution of redevelopment will have on the City. With redevelopment money, the City will be at a serious disadvantage to complete infrastructure, economic development, job creation or affordable housing projects and programs.

    b. Projects the City would still like to accomplish with Oversight Board support. While redevelopment may be dead, there are other provisions in the Law that encourages cooperation between the City and other taxing entities to make sure ongoing projects and programs are still completed.

    c. Potential membership of the Oversight Board. There is nothing in the Law that precludes staff from meeting with other taxing entities that will be represented on the Oversight Board to discuss potential appointees

3. Establish a date and time for first Oversight Board meeting. The meeting will be a public meeting and follow all of the rules and procedures of a regular City Council meeting. Staff will need to be prepared to draft agendas, take minutes, prepare and deliver presentations, and carry out any actions assigned to them by the Oversight Board.


SUCCESSOR AGENCY OVERSIGHT BOARD MEMBERSHIP SECTION 34179(j)(3)
RSG

City of Bell
Agenda Report

DATE: March 7, 2012

TO: Mayor and Members of the City Council

FROM: Nancy Fong, AICP, Interim Community Development Director

APPROVED BY:

Arne Croce, Interim City Manager

SUBJECT: Consideration of establishing a Local Advisory Committee for the I-710 Freeway Corridor Project

RECOMMENDATION:

The City Council approve the following items by minute order

1. Establish a 5-member Local Advisory Committee.
2. Appoint five community members where two members are from the Bell business community and 3 members are Bell residents.
3. Direct staff to proceed with advertising the call for committee members in local newspaper, the city's website, Chamber of Commerce, and direct mailings to the interest list.
4. Establish a deadline for application on March 23, 2012.
5. Request the Gateway Cities Council of Government to supply staff support for the Bell Local Advisory Committee.

BACKGROUND:

A. A Brief History of I-710 Corridor Study/Project.

The I-710 Corridor Study began in 2001. Its goals were to develop a comprehensive strategy to improve travel conditions on I-710 between the Ports of Long Beach and Los Angeles and State Route 60, a distance of 18 miles. The I-710 Corridor Study is jointly undertaken by the Gateway Cities Council of Government (COG), the Los Angeles County Metropolitan Transportation Authority (MTA), The California Department of Transportation (CALTRANS) and the Southern California Association of Government (SCAG). The Corridor Study is a minimum 15 to 20 year program.

In 2003, The I-710 Corridor Study released the 5 proposed alternatives (solutions) for the public evaluation. Members of the communities along the corridor had expressed serious concerns with the 5 proposed alternatives. Subsequently, the Oversight Policy Committee (OPC) had made the determination that none of the 5 proposed alternatives developed and analyzed was acceptable to the communities. The Oversight Policy Committee consisted of elected officials from participating cities and agencies representatives. The Oversight Policy Committee directed the Project Team to develop hybrid alternatives that would combine appropriate

elements from all 5 original proposed alternatives. The Oversight Policy Committee and Metro then conducted another round of community outreach that led to the establishment of Corridor Advisory Committees and Local Advisory Committees to advise the Oversight Policy Committee on the Corridor Study decisions. The Oversight Policy Committee established 5 Guiding Principles for the Hybrid Alternative studies as follows:

1. Minimize right-of-way acquisitions with the objective being to preserve existing houses, businesses and open spaces.
2. Identify and minimize both immediate and cumulative exposure to air toxics and pollution with aggressive advocacy and implementation of diesel emissions reduction programs and use of alternative fuels, as well as in project planning and design.
3. Improve safety by considering enhanced truck safety inspection facilities and reduced truck/car conflicts and improved roadway design.
4. Relieve congestion and reduce intrusion of traffic into communities and neighborhoods by employing a comprehensive regional systems approach that includes adding needed capacity as well as deploying Transportation Systems Management (TSM) and Transportation Demand Management (TDM) technologies to make full use of freeway, roadway, rail and transit systems.
5. Improve public participation in the development and consideration of alternatives and provide technical assistance to facilitate effective public participation.

In 2005, after an extensive technical and community participation process, Metro adopted the Final Report for the I-710 Corridor Study. Also, Metro had directed their technical staff to incorporate the Locally Preferred Strategy (LPS) based on a "mini study" at the northern end of the I-710 Corridor Study, specifically the I-710 and I-5 connections and the Atlantic/Bandini Boulevard Interchange.

In June 2006, The MTA Board authorized initiation of the Environmental Impact Report/Environmental Impact Statement. In 2008, Metro began and continue to develop the Environment Impact Report/Environmental Impact Statement while at the same time conducted scoping meetings to engage the corridor communities through the various advisory committees and stakeholders groups in the environmental review process. In March of 2010, the first administrative draft of the Environment Impact Report/Environmental Impact Statement (an internal document) was released for communities and stakeholders groups review. As a result of communities and stakeholders feedback, Metro had determined that additional studies and analyses would be needed to address the feedback. Metro anticipates that the Draft Environment Impact Report/Environmental Impact Statement may be ready for public review in April or May of this year.

B. A Brief History on Bell Local Advisory Committee.

After Metro released the I-710 Corridor Study in 2003, many gateway cities formed their Local Advisory Committees. Sometime in 2004, the City of Bell established their own Local Advisory Committee, which reviewed the proposed I-710 Corridor Study and provided feedback to Metro. The Final Draft I-710 Corridor Study adopted by Metro included Bell Local Advisory Committee written feedback and comments to Metro that was dated August 2004. Between 2005 and 2008, staff did not find any record of activity from the Bell Local Advisory Committee. Between 2008 and 2009, the Bell Local Advisory Committee had several meetings, specifically on August 27 and October 14, 2008, and November 16, 2009, where minutes of the meetings were taken. The Bell Local Advisory Committee has become dormant since there has been minimial, if any, activity, since then.

Councilmember Ana Maria Quintana was appointed to serve on the I-710 EIR/EIS Project Committee by the Mayor on May 11, 2011. Through attendance at these meetings, Councilmember Quintana realized that the City of Bell has been severely underrepresented in the discussion of the I-710 Corridor. In order to inform the council and the community as to the development of the I-710 Corridor, she and staff arranged a presentation on Saturday, October 26, 2011 whereby Metro and its staff provided background history and an update on its current status. Councilmember Quintana and the City Council believe there is great value in forming a new Local Advisory Committee to monitor the status of the freeway project, review the project design and to provide feedback to the designated Bell representative, and subsequently, to Metro on local preferences and concerns. .

On January 7, 2012, the City hosted a Town Hall meeting for the community. Representatives from Metro and their public outreach consultant, MIG, presented the project design and the status of the project to the community. The intention of forming a Local Advisory Committee was formally introduced at this time. The council is ready to proceed with the selection process.

DISCUSSION:

Bell Local Advisory Committee (LAC).

An objective of Metro is to engage the community members and stakeholders in developing strategies to improve air quality, mobility and quality of life. Given the numerous cities along the Corridor, Metro determined that the best way to achieve this objective is to establish a formal process in the flow of information from the Project Team to the community and stakeholders groups and to the Policymaking groups. Community/Stakeholders groups would be a Local Advisory Committee. Its purpose is to represent the residents and business owners in their respective communities.

To set up the Local Advisory Committee, there are several steps that the City Council would need to make decisions and they are as follows:

- Members in the Committee and its composition. The number of members in the committee varies among the gateway cities. Most cities fall on a five-member or a seven-member committee. Given that Bell is a small community, staff recommends a five-member committee. To ensure a broad spectrum of community members and business owners interests, staff recommends that the membership composition should include two members from the Bell business community and three members from the Bell residents. Once the Local Advisory Committee is formed, the committee will select one of its members to serve on the Corridor Advisory Committee. The Corridor Advisory Committee is a higher level in the stakeholder groups and consisted of mostly chairperson of the gateway cities Local Advisory Committee. Its purpose is to make recommendations to the Project Committee (Policymaking Group).

- Selection Process. Staff has prepared an application form and a flyer generally describing the purpose and the duties of the Local Advisory Committee and will send the application to the interest list. Additionally, staff will advertise the availability to serve on the Local Advisory Committee via the Bell Business Association, Chamber of Commerce, the Bell Residents' Club, BASTA, local newspaper and the City's website. After the deadline to submit the application to serve on Local Advisory Committee, staff will forward the applicants to the City Council for selection of the chairperson and the committee members at a council meeting.

- Meeting Schedule and Attendance Policy. Since the adoption of the Final Draft I-710 Corridor Study by Metro in 2005, there have been a flood of additional information on the I-710 Corridor Project Design. The newly formed Bell Local Advisory Committee will be in a catch up mode to learn about the I-710 Corridor Project Design. As a result, staff recommends that the Local Advisory Committee meets monthly. Staff anticipates the draft Environmental Impact Report/Environmental Impact Statement may be available for public review around April or May 2012. At that time, the Local Advisory Committee will have to invigorate their efforts to review the report and forward the comments and recommendations to the City Council.

- Role and Duties of the Committee Members. The primary role of the Local Advisory Committee is to review the I-710 Corridor Project Design and provide meaningful insight and participation in the process that ultimately ensures the City Council and the community are provided with information to make the most informed decision. Secondary, as the I-710 Corridor Project Design moves forward, the Local Advisory Committee monitors its progress to ensure that it is consistent with the earlier efforts and studies done for the Project. The Oversight Policy Committee (OPC) had issued two papers on the subject of a Local Advisory Committee. One paper outlines the purpose and charge for Local Advisory Committee and the second paper establishes the ground rules and procedures for the Local Advisory Committee. Copies of the two issued papers are attached to this report for the Council reference.

- Subject Working Groups. To further the technical and outreach process for Environmental Impact Report/Environmental Impact Statement, Metro established Subject Working Groups (SWG) to facilitate communications among the committees and stakeholders groups. The Subject Working Groups delve more deeply into the specifics of transportation, community design and environmental and provide key findings to the Corridor Advisory Committee. Subject Working Groups consist of members of the Local Advisory Committee and Technical Advisory Committee. Once the Bell Local Advisory Committee is in place and a Chairperson has been established, the first order of business would be to assign a committee member to each of the Subject Work Groups, namely Transportation, Community Design and Environmental.

- Reports to the City Council. The City Council should receive meeting summary notes or minutes of the Local Advisory Committee meeting under the Consent Calendar Agenda. As may be needed, the meeting summary notes or minutes should include a recommendation.

COMMITTEE STAFFING:

Creating advisory committees requires the dedication of staff to service and support the committees work. This includes the noticing of meetings, preparation of agendas and agenda materials, facility hosting, coordination of presentations, meeting follow-up and preparing meeting summaries. Given the limited staffing and multiple demands placed on this staffing, providing adequate support to the committee creates a challenge. In discussions with the City Manager, the Executive Director of the Gateway Cities Council of Government has offered staffing support for Bell's LAC. If the Council chooses to move forward with establishing an LAC, staff will establish an agreement with the COG for staff support.

FISCAL IMPACT:

There will be some fiscal impact associated with the set up of a Local Advisory Committee, including printing, supplies and other support services. These should not be substantial. The most significant impact is on the time of City staff required to support the committee. This can be minimized by the use of staff from the Gateway Cities COG.

ATTACHMENTS:

1. Metro – Local Advisory Committee Purpose and Responsibility
2. Metro – Local Advisory Committee Ground Rules and Procedures
3. 2004 Bell LAC Written Comments to Metro
4. 2008 Bell LAC minutes of meetings for August 27, 2008, October 14, 2008 and November 16, 2009
5. Bell Local Advisory Committee Flyer
6. Bell Local Advisory Committee Application Form

Attachment 1

Mobility. Environment. Community. Economy. Technology.

INTERSTATE CALIFORNIA 710

metro.net

Local Advisory Committee

PURPOSE AND CHARGE

Local Advisory Committees

LACs Purpose

Local Advisory Committees (LACs) may be established in each community along the I-710 corridor. LACs provide the channel for on-going two-way communications between the community and the extended project team. Since members of the LACs represent their communities and not themselves, on an individual level, they will inform the overall I-710 EIR/EIS Corridor Project process by bringing their communities' perspectives from a geographical, economic and demographic standpoint to the study. These committees will focus on I-710-specific issues and areas that affect their communities as well as providing input on mitigation plans.

Members of the LACs will be drawn from impacted corridor neighborhoods. Local jurisdictions will be encouraged to incorporate representation from existing neighborhood-based associations and from the Tier I committees from the earlier Major Corridor Study (MCS) phase of the project. The Outreach Project Team, in particular the Gateway Cities Council of Governments (GCCOG) will work with individual community City Councils (or for unincorporated areas through their County Supervisor to facilitate the formation and nomination of members to the LACs along the I-710 corridor.

LAC meetings will be led by a chairperson. The Chair will be nominated and approved during the first meeting of each LAC.

LACs Charge

The LAC's will be charged with the following:

- Providing the I-710 EIR/EIS Corridor Project Team with input into Program Documents while they are still in the outline or draft stage.
- Soliciting community (residents, businesses, institutions, labor, environmental and health interests, etc.) input and engagement on issues of local and regional importance relating to the present and future of the I-710 freeway.
- Encouraging a representative and broad base of community participation both

Metro Caltrans GATEWAY CITIES LONG BEACH THE PORT

within and beyond the LACs.

- Providing a vehicle to incorporate and respond to public input during the I-710 EIR/EIS Corridor Project process.
- Assisting the Project Committee (PC), Corridor Advisory Committee (CAC) and Technical Advisory Committee (TAC) in educating and communicating information about the I-710 EIR/EIS Corridor Project to the larger community.
- Promoting constructive dialogue in an environment of trust, credibility and mutual respect for the community outreach process and for the transportation planning process.
- Striving to understand and reconcile competing interests and objectives.
- Developing consensus on a set of corridor solutions consistent with the goal of reinvigorating corridor economies and sustaining safe, healthy and vibrant communities.

Local Advisory Committee Ground Rules and Procedures

GROUND RULES AND PROCEDURES

Active representation and communication - Members of the Local Advisory Committee (LAC) are responsible for actively and adequately representing their communities at all meetings. Members are tasked with communicating their communities' interests/concerns to the Committee and conveying progress/issues/decisions of the LAC back to the community.

Respect for others - Committee members will respect the comments and contributions of other members.

Meaningful Engagement - The role of the LAC is to offer and consider ideas, and provide informed feedback, to the I-710 Project Team and to their communities. Committee members may bring relevant agenda-related materials to the LAC meetings for consideration.

Arrive on time - LAC meetings will begin at the published time. In fairness to those who are on time, items covered in the meeting will not be repeated for latecomers. Late arrivals will need to get missed information from others after the meeting.

Attend all meetings - LAC members make a commitment to attend all meetings. If there are unavoidable schedule conflicts their inability to attend will be communicated to the LAC chair. The LAC can also choose to allow a designated representative to attend for the absent LAC member. After more than three (3) consecutive absences the LAC member can be replaced through the initial nomination process. This will ensure that each LAC member has full information, shares all communications, and contributes fully to the group.

Review materials - Background information, prior studies and other relevant materials will be provided to the LAC by the I-710 Project Team. LAC members agree to carefully review all materials provided to them for consideration and discussion at upcoming meetings. LAC members may request additional project information from the Project Team as needed.

Consensus-based process - Substantial consensus does not require absolute unanimity. There is a consensus when all Committee members agree that major interests and concerns have been sufficiently considered and addressed. Not all Committee members need agree to particular points or solutions with the same fervor as others. There is substantial consensus when it is agreed that, given the range of

possible courses of action, gains, tradeoffs, and considering the available options and current conditions and circumstances the Committee has reached *a conclusion.*

Resolve conflicts - All Committee members shall work together to resolve potential conflicts/concerns and to keep these issues from escalating into disputes.

Teamwork - The LAC *should* function as a forward moving team, working in an atmosphere imbued with the spirit of cooperation.

Media Contact- LAC members will not discuss the project with members of the media. All media inquiries should be directed to Rick Jager, Metro Media Relations, 213-922-2707.

LAC RELATIONSHIP TO OTHER I-710 EIR/EIS COMMITTEES

Two categories of project advisory committees will directly involve LAC member participation and input. These committees will serve as an additional means for LAC members to fulfill their core charge of soliciting community input and engagement on issues of local and regional importance relating to the present and future of the I-710 freeway. The committees include:

- **Corridor Advisory Committee (CAC):** The CAC is a committee made up of representatives from each community along the I-710 corridor and from other impacted stakeholder groups. Through the CAC, this diverse group of stakeholders will address and provide consensus advice on information related to the Project EIR/EIS. They also address any issues and ideas, prioritized by the local communities, which may be out of the specific focus area of the EIR/EIS. The CAC structures itself and its work based on key topic areas identified by the LACs and Subject Working Groups (SWGs).

  The CAC is critical to the sharing of information among the communities, the SWGs, the Technical Advisory Committee (TAC), and the policy-level Project Committee (PC) and Executive Committee (EC).The chair of each LAC will represent their community on the CAC. Corridor communities without a LAC will have a representative to the CAC who is appointed by their respective elected official such as the City Council. The City of Long Beach which contains slightly more than one-third of the 18-mile freeway frontage contained in the I-710 EIR/EIS Corridor Project appoints four (4) members to the CAC. CAC membership also includes cross-over members from the Subject Working Groups (5 total) and the TAC chair. Additionally the Project Committee will appoint up to five (5) more members.

- **Subject Working Groups (SWGs):** The I-710 EIR/EIS Corridor Project will include three (3) Subject Working Groups (SWGs) differentiated by topic area.

The three SWG categories are based on an understanding of I-710 Corridor issues that emerged through the earlier MCS phase of the project. They are predicated on the diversity of community perspectives. The SWGs will include:

- Environmental Working Group
- Transportation/Transit Working Group
- Community Design and Local Economy

Each of the three (3) SWGs include one representative from each of the LACs (up to a maximum of 18). LACs select one of their members to represent their communities. In addition one representative from the TAC and up to ten (10) stakeholders appointed by the PC participate in each of the Subject Working Groups. The maximum number of members in each SWG will be twenty-nine (29).

The role of the SWGs is to bring together both knowledgeable stakeholders with community representatives to become educated about each others viewpoints and to review and comment in more depth about specific subject areas across community boundaries. The SWG role also includes input into the program documents during the outline or draft phase.

GOVERNANCE LEVEL COMMITTEES OVERVIEW

Executive Committee (EC): The EC is comprised of members of the funding partners and the Co-Chairs of the I-710 Project Committee. This committee is responsible for the coordination of appropriate aspects of the project, including policy assistance and guidance on legislative, regulatory, financial and other specialized issues that arise during the course of the study.

Project Committee (PC): The I-710 PC is comprised of community leaders representing the communities along the I-710 Corridor as well as the study's agency funding partners, the San Gabriel Valley Council of Governments, and the I-5 JPA. The PC is responsible for the oversight and management of the I-710 EIR/EIS Corridor Project.

Technical Advisory Committee (TAC): The TAC is defined in the I-710 EIR/EIS governance structure and consists of a staff member with relevant expertise in the technical aspects of the project appointed by the city manager, director or administrator of each member agency of the I-710 EIR/EIS Project Committee as well as the California Highway Patrol, Federal Highways Administration, Federal Transit Administration and South Coast Air Quality Management District.

The TAC Chairperson is given a seat on the CAC for the purpose of providing a technical perspective to their deliberations and ensuring that the TAC becomes aware of community concerns as they arise.

Flow of Information. The LACs and the SWGs provide direct input to the CAC. The CAC provides direct input to the TAC and the Project Committee. The Project Committee provides direct input to the I-710 Executive Committee. The CAC is also charged with providing feedback to the LACs and SWGs including reports on the Committees' input into the program documents.

Attachment 3

Integration Legend

- Included in EIR/EIS
- Being Addressed by GCCOG
- Not being addressed or to be addressed by local communities
- Addressed by other agencies

I-710 Major Corridor Study
Tier 1 Community Advisory Committee CAC

August-04

City of Bell

ID#	Community Ideas	
H3-a	Our community needs to support pending legislation to address pollution.	
D4-a	Improve the Florence exit and fix the cloverleaf.	
D4-c	Widen bridges over the I-710 freeway.	
E2-a, b	Improve sidewalk in the City.	
E1-f	Implement a beautification program that includes graffiti removal and landscaping from I-91 to the I-60.	
N1-a	Provide sound walls.	
I	Seek opportunities to underground utilities.	
N2-g	Repair potholes along the freeway.	
EJ-3	City should be compensated for loss in revenue from construction impacts.	
M3-a, c	Include bike trails in any potential projects.	
D3-c	Improve intersection at Florence and Atlantic.	
S4-d	Use Caltrans marquee to alert drivers when accidents occur.	
H2-d	Assess surcharge fees on logistics industry to pay for improvements.	
E3-a	Provide construction mitigation measures.	
H1-d	Conduct study (funded by the ports) to determine the increased health impacts that port growth will cause.	C/C
H4-b	Increase inspection points to monitor and enforce compliance.	
D6-a	Add carpool/bus lanes.	
M1-b	Support 24/7 port operations.	
M7-a	Encourage use of other ports.	
II	Cap port growth and rail yard expansion.	

Xx-x - reference to the ID number found in the Strategies Summary Matrix
I - Local city issues to be addressed with the city during the environmental phase
II - Ideas considered by Tier 1 CACs but not carried forward to Tier 2 CAC

Attachment 4

Mobility. Environment. Community. Economy. Technology.

I-710 Corridor Project EIR/EIS

metro.net

Bell Local Advisory Committee

August 27, 2008
2:00 p.m.
Bell City Hall: 6330 Pine Avenue, Bell

MEETING SUMMARY

INTRODUCTION

On Wednesday, August 27, 2008, the I-710 project team met with City of Bell Local Advisory Committee (LAC) representative Ray Johnson. Mr. Johnson, a long time City of Bell resident, is a former Council Member and remains active in community events and projects. The purpose of the meeting was to provide a Project Overview and Update to the LAC regarding the I-710 Corridor Project EIR/EIS, to discuss desired outcomes and expectations of the LAC, to introduce the community participation framework and to provide notice of upcoming public scoping meetings on September 9, 10 and 11.

Also present at the meeting were members of the I-710 project team, Devon Cichoski, Metro Constituent Program Manager and Jerry Wood representing the Gateway Cities Council of Governments. Becky Draper of MIG represented the outreach team at the meeting.

Jerry Wood introduced the project team to Mr. Johnson and Becky Draper reviewed meeting objectives.

The I-710 project team provided background on I-710 Major Corridor Study, progress since the completion of the Tier 2 report and discussed the path moving forward for the I-710 EIR/EIS process. The discussion focused on describing the MCS and the role that the LACs serve in the EIR/EIS phase of the project, the responsibilities of LAC members and additional opportunities for community participation. The custom-tailored approach of the community participation process was emphasized during the meeting.

Metro

Following the discussion of the project and opportunities for community participation Jerry Wood reviewed the Locally Preferred Strategy pointing out areas likely to be of particular interest to the community of Bell (i.e., Florence Avenue Interchange; proposed Slauson Avenue, the Atlantic/Bandini Interchange and former airbase development.)

Mr. Johnson was provided with informational handouts including:

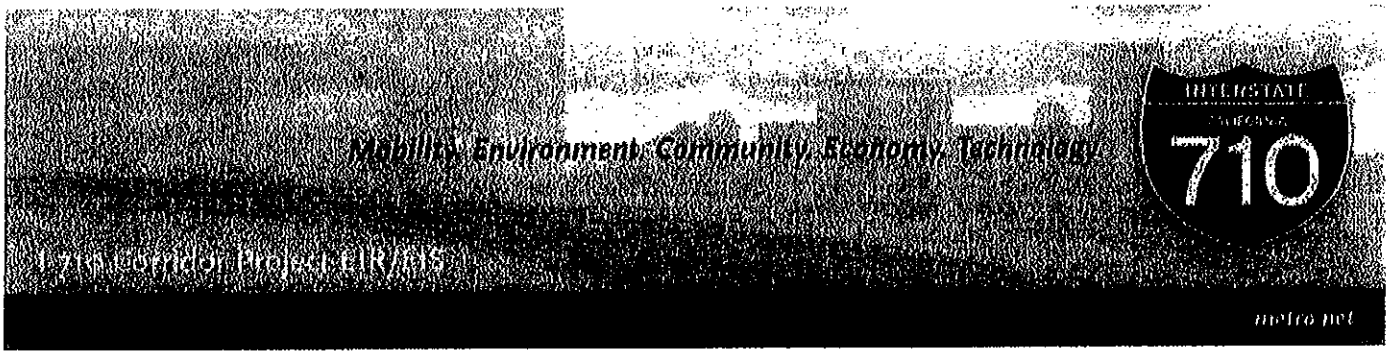
- Project Overview Fact Sheet
- Community Participation Framework
- Outreach Activities 6-Month Schedule
- LAC Approach Graphic
- EIR/EIS Process Graphic
- EIR/EIS Glossary
- EIR/EIS FAQ
- I-710 EIR/EIS vs. Traditional EIR/EIS Graphic
- I-710 Project Newsletter
- I-710 Scoping Meeting mailer
- I-710 hybrid corridor map
- Gateway Cities COG Air Quality Action Plan

The meeting was conducted as an open discussion and questions were encouraged throughout the meeting.

CONCLUSION

Ms. Draper said that she would follow up with Mr. Johnson with a copy of the Tier 2 report and electronic copies of all the materials provided during the meeting.

The meeting concluded at 2:45 PM.



Bell Local Advisory Committee

October 14, 2008
4:00 p.m. – 5:30 p.m.
Bell City Hall: 6330 Pine Avenue, Bell

MEETING SUMMARY

INTRODUCTION

On Tuesday, October 14, 2008, the I-710 project team met with City of Bell Local Advisory Committee (LAC) representative Ray Johnson. The purpose of the meeting was to provide Mr. Johnson with a project update and to engage in a discussion on a new vision for the I-710 corridor, provide an introduction to the topic of goods movement and walk through the geometric plan analysis completed, to date, by the engineering team. Mr. Johnson's feedback and input were encouraged throughout the meeting.

Also present at the meeting were members of the I-710 project team, Devon Cichoski, Metro Constituent Program Manager, Jerry Wood representing the Gateway Cities Council of Governments, Jack Waldron, URS, Shannon Willits, URS and Becky Draper, MIG.

After a round of introductions Becky Draper reviewed the meeting agenda and objectives. Ms. Draper gave Mr. Johnson a brief summary of project progress since last meeting with him in August. She also mentioned that on the following evening the first meeting of the I-710 Corridor Advisory Committee was scheduled and that Mr. Johnson was invited to attend as the City of Bell's representative to that body. She also mentioned that Bell still has the opportunity to make appointments to the Subject Working Groups and that those committees would be having there first meetings in November. Jerry Wood followed up by presenting Mr. Johnson with an I-170 Project Notebook and briefly reviewing its contents.

New I-710 Corridor Discussion

Ms. Draper introduced the topic of the "New I-710 Corridor" by stating that a component of the community participation effort for the project will focus on asking the committee

members to consider ways that the I-710 corridor can be enhanced, from a community design standpoint, to move beyond just being seen as a goods movement corridor. The enhancements could include creating an identity for the corridor and the individual communities, improving esthetics and safety elements and feature key projects that could be implemented in the near term. Many of the community design-related ideas that emerged from the Major Corridor Study can be used as a starting point for this discussion and assessed as to their current relevance in the corridor. Ms. Draper mentioned that Gruen & Associates, a sub consultant to the Engineering Team, will serve as a resource to the communities to help develop and expand upon the ideas put forth. Jerry Wood said that today was just the introduction of the topic to ask Mr. Johnson to begin thinking about possible ideas. Mr. Wood said that the Project Team would follow up with Mr. Johnson for further discussion.

Goods Movement Introduction
Following the "New I-710 Corridor" discussion Jerry Wood gave a goods movement presentation which provided an overview of impacts at the regional and local level, basic terminology, baseline facts, a summary of how goods are moved, and an explanation of why goods movement is important to the I-710 EIR/EIS.

Discussion followed Mr. Wood's presentation. Points raised included the following:

- The relatively low utilization rate of the Alameda Corridor and the potential that the unused capacity could represent to improving congestion and flow of goods in the I-710 corridor.
- Related discussion included the need for more rail yards in the Southern portion of the corridor (on-dock or near-dock) to maximize the capacity of the Alameda Corridor.

Geometric Plan Review
The goods movement presentation and discussion was followed by an overview of the geometrics plan analysis conducted on Alternative 6 (the Locally Preferred Strategy that resulted from the Major Corridor Study) concentrating on the sections of the freeway that touch on the City of Bell from Firestone Boulevard to the Atlantic/Bandini exit. Jack Waldron and Shannon Willits from URS shared the presentation. Mr. Waldron gave an overview of the Geometric analysis process and explained that what was being presented during the meeting were preliminary findings for one of the study's six alternatives. Mr. Willits followed Mr. Waldron walking through the plan layout interchange to interchange (i.e., Firestone, Florence, proposed Slauson exit, Atlantic/Bandini) explaining the current conditions, the changes dictated by Alternate 6, the impacts related to these changes and the constraints involved (i.e., Los Angeles River and DWP overhead transmission system).

The following discussion points followed the presentation:

- The goal is to design the freeway to remain at grade as much as possible. However it will be elevated in some sections. For example under

Alternative 6, approaching Slauson Avenue it has to be elevated to cross over Slauson Avenue into the rail yards.

- Intersection design changes: Florence Avenue's four-quadrant cloverleaf design would be converted to a diamond design interchange if Alternative 6 is implemented; Slauson Avenue which does not currently have an interchange would become a single-point interchange under Alternative 6; Washington Boulevard interchange is eliminated in Alternative 6.
- There are impacts to a few businesses located in Bell under Alternative 6. The City of Bell staff has been made aware of this and appears to be comfortable with the level of impact.

CONCLUSION

Ms. Draper said that she would follow up with Mr. Johnson related to the scheduling of the Subject Working Group meetings and encouraged him to contact the project team with any questions or input that he may have before that time.

The meeting concluded at 5:30 PM.

Bell LAC Meeting #2

November 16, 2009
1:30 PM – 3:30 PM
City of Bell, City Hall
6330 Pine Avenue, Bell, CA 90201

MEETING SUMMARY

INTRODUCTION

On November 16, 2009, the I-710 Project Team met with the City of Vernon Local Advisory Committee (LAC). The purpose of the meeting was to provide an update on the Corridor Project EIR/EIS, to review the previous meeting summary, to present an introduction to the environmental studies, to discuss early action projects, to review geometric segment refinements, and to identify future discussion topics and meetings.

Present at the meeting were LAC members Ray Johnson (Chair) and George Francis Bass and Carlos Alvarado (City Engineer). In attendance from the Project Team were Devon Cichoski (Metro), Brad Slauson (URS), Rob McCann (LSA), Megan Mettee (LSA) and Esmeralda Garcia (MIG).

After a round of introductions Esmeralda Garcia reviewed the meeting agenda and objectives.

I-710 EIR/EIS CORRIDOR PROJECT UPDATE

Brad Slauson of URS gave a brief overview of the project history and recent progress. Mr. Slauson explained that over the last year, the engineering team has been conducting a detailed traffic analysis and projection for 2030. He further explained that these were based on the initial geometrics plans which the engineering team has also been refining over the last year, with input from the LACs. The geometrics plans were presented to the City and the Technical Advisory Committee (TAC) and revised based on input received. The results of the revision process will be presented later in this meeting. The completed geometrics have been handed off to the environmental team so that they can be used for the environmental analysis.

Rob McCann of LSA gave a brief overview of the environmental studies, which will evaluate the environmental impacts from each of the engineering alternatives and associated traffic data. With the completion of the geometric plans, the environmental team will begin the environmental impact assessment of the alternatives. The environmental team will present preliminary environmental findings to the community and will be interested in receiving feedback from the LACs and SWGs in the future.

Rob McCann invited meeting participants to ask questions regarding the environmental studies.

- Will the environmental studies need to be re-started if there are any changes to the project alternatives?
    - The purpose of the technical studies is to review all project alternatives.
- Will the draft EIR be presented to community?
    - Yes.

Esmeralda Garcia gave a brief overview of the community outreach process. The SWGs have been particularly active over the last couple of months. The Environmental SWG formed recommendations to the Corridor Advisory Committee (CAC), which will be taken to the Project Committee. These recommendations address issues including: significance thresholds, near-source modeling, and construction impacts. The Transportation SWG (TSWG) reviewed advanced technologies and, overall, support the electric truck vehicle option. The TSWG also received a follow-up presentation from Edison regarding the power supply, and have learned about port forecasts and traffic geometrics. The Community Design SWG will examine key views and the visual impact of the project this month (November 2009). In the coming months, they will be considering historic structures and community design features. The Project Team is working on a brochure about the Corridor's history and character.

PREVIOUS MEETING RECAP

Ms. Garcia referred meeting participants to the hard copy summary of the previous Bell LAC meeting for their review. She briefly summarized the activities from the previous meeting. Key outcomes and points of discussion from the meeting include: geometrics and railroad goods movement.

INTRODUCTION TO ENVIRONMENTAL STUDIES

Rob McCann presented an overview of the environmental studies for the I-710 EIR/EIS. He explained that the environmental document serves two purposes: it is a public disclosure document and a document that enables project design decisions. It includes three project alternatives (including a No Build Alternative); the environmental studies evaluate the impacts of these project alternatives. Recommendations from the public will inform the final project decision.

He explained the environmental review process, which includes a Draft and Final EIR, and an Environmental Commitments Record. The technical studies will inform the

EIS/EIS document. He provided an overview of the technical studies that will address five basic components of the project: regulatory setting, methodology, affected environment, environmental consequences, and avoidance, minimization and/or mitigation measures. The environmental consequences technical study will consider include construction and public health-related impacts as well as long-term, beneficial and cumulative impacts. Mr. McCann provided a handout to committee members that illustrate the EIR/EIS components and topical areas. The EIR/EIS consists of three broad topical areas including: the human, physical, and biological environment.

Issues of concern will be incorporated as the Project Team continues to develop the Community Impact Assessment (CIA).

Megan Mettee provided an overview of each section of the Bell Community Profile. The project team wants to ensure that all Bell resources that are important to the community are included in the Community Profile.

Meeting participants discussed the Bell draft Community Profile. The following suggestions were made to augment the draft document:

- Add Vernon to the document since it abuts Bell.
- Add Ellen Ochoa Learning Center to the list of community facilities.
- Add Rancho San Antonio as a regional community plaza.
- Correct the name Raymond Johnson to Ray.
- Correct the ownership status of the north side of Rickenbacker; it is not LAUSD property as it was passed on to the City.
- Include Atlantic Avenue, which is south of the border to Cudahy.
- Add the new middle school being built next to Debs Park.

Ms. Mettee asked that any addition comments regarding the Community Profile be submitted to MIG by November 30, 2009.

EARLY ACTION PROJECTS

Devon Cichoski from Metro provided an overview of Measure R, which provides funding for early action projects in the I-710 Corridor. The Metropolitan Transportation Agency (MTA) regularly updates the Long Range Transportation Plan; the most recent update of the plan did not include specifics on funding for highway and corridor improvement projects in the Gateway Cities area. To remedy this situation, the Gateway Cities worked with stakeholders to develop a list of potential early action projects to preserve the program and ensure that funding can be channeled towards the I-710 in the near future. Examples of early action projects include interchange improvements, sound walls and other shorter-term projects related to the I-710 Corridor.

REVIEW GEOMETRIC SEGMENT REFINEMENTS

Brad Slauson of URS provided an overview of the project's technical reports. He explained that the technical reports assess a variety of components related to the I-710 project. The timing of these reports will match the time frame of the environmental reports. The technical reports focus on improvements to the I-710 Corridor including drainage and sound walls, among other improvements, and will assess the cost of potential improvements.

Mr. Slauson then went on to review the map featuring geometric segment refinements and oriented meeting participants to landmarks on the map. He identified modifications to key elements of the I-710 Corridor Project that are in response to community input.

Mr. Slauson invited meeting participants to ask questions regarding the geometric segment refinements.

- Could a signal at the Florence/Slauson intersection qualify as an early action project?
  - Yes, it is possible to recommend the entire intersection at Florence/Slauson as an early action project, especially since safety is a concern along Slauson.
- Could a single point urban interchange be included at District Boulevard?
  - Improvements to District Boulevard are currently under development with the City of Vernon. The current project will improve access to the freeway.

Before adjourning the meeting, Ms. Garcia summarized the next steps for the project. The committee will review the geometrics. She gave a quick review of the committee meeting calendar, including the next City of Bell LAC meeting that will take place at the beginning of 2010. The Project Team will discuss the early action projects at the next meeting.

The meeting was adjourned at 3:30 p.m.

Attachment 5

CITY OF BELL
LOCAL ADVISORY COMMITTEE

INFORMATION ON THE
I-710 CORRIDOR PROJECT

What is the I-710 Corridor Project and why is it necessary?

The Long Beach Freeway (I-710) is a vital transportation artery, linking the Ports of Long Beach and Los Angeles to Southern California and beyond. It is an essential component of the regional, statewide and national transportation system, serving both passenger and goods movement vehicles.

As a result of population growth, cargo container growth, increasing traffic volumes, and aging infrastructure, the I-710 Freeway experiences serious congestion and safety issues. In March 2005, Metro completed the I-710 Freeway Major Corridor Study (MCS), resulting in a project proposing to expand the 710 freeway to a total of 14 lanes;ten of which will be used for general purpose lanes and four for freight movement lanes that will be designed for zero emission trucks.

How will our community be protected from impacts of the project?

The EIR/EIS, a study required by federal and state statutes, is an assessment of the likely influences that future improvements may have on the environment and communities along the corridor. It includes analyses of ways to reduce or avoid possible adverse environmental impacts.

How can I get involved in the review process?

Through a representative Corridor Advisory Committee structure, the local municipalities including the City of Bell will each be creating a Local Advisory Committee.

What is a Local Advisory Committee (LAC)?

The LAC is a group of community members and stakeholders identifying potential impacts resulting from the proposed project.

Why do we want to set up an LAC?

The primary purpose of the LAC is to provide members the opportunity to work hand-in-hand with the technical team to develop strategies to improve air quality, mobility, and quality of life throughout the life of the project.

How aremembers of the LAC selected? The committee will be selected by the local municipality and will be made up of local citizens, serving to advise the project staff, providing feedback and recommendations on the I710 project parameters.

What is the role and duties of an LAC member?

Committee members will be expected to discuss relevant issues with the local municipal representative who will be representing the Community of the City of Bell.

When do the LAC members meet and how often?

LAC members will meet once a month.

Attachment 6
CITY OF BELL
LOCAL ADVISORY COMMITTEE
MEMBER APPLICATION

APPLICANT NAME:

NOMBRE: _____
Last/*Apellido* **First/*Primer***

ADDRESS:
DIRECCION: _____
Street/*Calle* **City/*Ciudad*** **Zip/*CodigoPostal***

TELEPHONE:
TELEFONO: _____

1. **Are you a Resident or a Business Owner of the City of Bell? If you are a Business Owner, what is the name and address of your business?** *¿Es usted un residente o un dueño de un negocio en la ciudad de Bell? Si usted es un dueño de negocio, cual es el nombre y la dirección de su negocio.* _____
_____
_____

2. **Why do you want to become a member of this committee? and what specific contributions do you hope to make?** *¿Por qué quisiera ser un miembro de este comité ?*
_____
_____
_____

3. **What impacts do you think the I710 expansion project will have on the community of the City of Bell?** *¿Qué impactos piensa usted que este proyecto del I710 va ha tener sobre la comunidad de la Ciudad de Bell?* _____
_____
_____

4. **Have you ever participated in any other community groups?** *¿Alguna vez ha participado en grupos de la comunidad correspondientes al comité?* _____
_____
_____

5. **How did you learn about this project?** *¿Cómo se enteró acerca de este proyecto?* **Newspaper** *Periódico* **Word of mouth** *De boca a boca* **other:** *Otro:*

Return application to:
Envié este formulario a:

Attention: City Clerk
6330 Pine Avenue
Bell, CA 90201
Fax: (323)771-9473
bellcityclerk@cityofbell.org

_____
Applicant Signature/ *Firma*

_____
Date/ *Fecha*

City of Bell
Agenda Report

DATE: March 7, 2012

TO: Mayor and Members of the City Council

FROM: Councilmember Ana Maria Quintana

SUBJECT: Support for LAUSD Adult and Career Education Funding

RECOMMENDATION:

Adopt a resolution urging the Los Angeles Unified School District to reconfirm its commitment to adult and career education and to commit to preserve the funding of the Division of Adult and Career Education at the 2011-2012 level.

BACKGROUND:

The Los Angeles Unified School District has made a preliminary decision to eliminate all funding for Adult and Career education in FY 2012-13. Additionally, in 2008, Los Angeles Unified School District acquired a 13.09 acres site, the former Federal Service Center, from the US Department of Education, located on the south side of Rickenbacker Road, east of Eastern Ave in the City of Bell. The purpose of the site acquisition was to develop an Adult and Career Education Center, which will be utilized for providing educational and employment training opportunities for the southeast Los Angeles County area. The site and building plans were approved and the construction for the Adult and Career Education Center commenced in 2010. According to the Los Angeles Unified School District, the Adult and Career Education Center will be completed by the end of May 2012.

The Los Angeles Unified School District, as is the case with all school districts in California, is constrained by the budget, which led the Board of Education to eliminate Adult Education in its entirety. However, management staff of LAUSD stated that they are preparing a revised, reduced budget for adult and career education and plan to use the Bell facility.

Southeast area residents, including residents of the City of Bell, are in need of continued adult education. The occupational center can provide area residents with workforce literacy skills instruction as well as employment opportunities. The attached resolution asks the LAUSD Board to maintain the Adult and Career education program. Approval of the attached resolution will support the continuation of this important component of Adult and Career education and ensure the use of the Adult and Career Education Center in Bell.

ATTACHMENTS

Resolution No. 2012-30

RESOLUTION NO 2012-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA URGING THE LOS ANGELES UNIFIED SCHOOL DISTRICT TO RECONFIRM ITS COMMITMENT TO ADULT AND CAREER EDUCATION, AND TO COMMIT TO PRESERVE FUNDING FOR THE DIVISION OF ADULT AND CAREER EDUCATIONAL AT THE 2011-2012 LEVEL

Whereas, The Legislature has declared that all adults in California are entitled to publicly supported continuing education opportunities (EC §8500);

Whereas, In its June 26, 2007 resolution on Adult Education, the Los Angeles Unified School District Board found that Los Angeles has the most undereducated and underemployed adult population of any major metropolitan region in the United States;

Whereas, LAUSD's Adult Education and Career Education program is funded by property owners, businesses and workers in the District's local communities, including Bell, Cudahy, Huntington Park, Maywood, South Gate and Vernon, as well as other areas of the District;

Whereas, The United States Department of Education and the United States Department of Labor contribute approximately twenty million dollars per year to the District's Adult and Career Education program;

Whereas, Annually more than 85,000 high school students take Adult and Career Education courses to make up credits; and, more than 50,000 high school students take Career Technical Education courses provided by the Division of Adult and Career Education annually;

Whereas, An average of 10% of LAUSD's high school dropouts enroll in Adult and Career Education courses annually, reducing the District's 2010-2011 dropout rate;

Whereas, In its June 26, 2007 resolution on Adult Education, this Board also found that providing educational services to parents of school-age children is one of the most cost-effective ways to improve the school performance of children;

Whereas, More than 50,000 parents of LAUSD's school-age children attend Division of Adult and Career Education classes annually;

Whereas, Parents enrolled in Division ESL classes learn how to assist their children with school work and dedicate over one million hours a year to tutoring their own children;

Whereas, The American Institutes for Research has found that children participating with their parents in Division Family Literacy programs are better prepared to enter kindergarten, have higher attendance rates in elementary school, and perform better on the English language arts and mathematics sections of the California Standards Test than comparable groups of children;

Whereas, In partnership with the Facilities Division, the Division of Adult and Career Education has implemented the WE BUILD program, successfully training local residents to work in the District's school construction projects;

Whereas, The Division's Apprenticeship Program receives full reimbursement to serve as the state-approved educational agency for 5,000 union-sponsored apprentices including industrial and residential painters, floor layers, roofers, plumbers, sheet metal workers and machinists;

Whereas, Through agreements with the Los Angeles, South Bay and Pacific Gateway Investment Boards, Employment Development Department, and community-based organizations, the Division provides adult education and job training to high-risk in and out of school youth, unemployed adults and parents; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA DOES HEREBY RESOLVE:

Section 1. That the Bell City Council urge the governing Board of the Los Angeles Unified School District to reconfirm its commitment to Adult and Career Education;

Section 2. That the Bell City Council urge the governing Board of the Los Angeles Unified School District to commit and preserve funding for the Division of Adult and Career Education at the 2011-2012 level so as to provide the fiscal stability required to deliver "quality publicly supported continuing education opportunities" for the communities we serve.

Section 3. That the Bell City Council will commit to working with the governing Board of the Los Angeles Unified School District to make the Regional Occupational Center that is currently being built in our city become one of the most thriving centers in the region.

ADOPTED AND APPROVED THIS 7TH DAY OF MARCH, 2012

_____
Ali Saleh, Mayor

APPROVED AS TO FORM:

_____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Patricia Healy, Interim City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 7th day of March, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Patricia Healy, Interim City Clerk