

**Due Executive Order N-25-20 Members of the Council may
Teleconference into this meeting**



**CITY OF BELL GARDENS
CITY COUNCIL
REGULAR MEETING
MONDAY, APRIL 27, 2020, 6:00 PM
AGENDA**

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (superseding the Brown Act-related provisions of Executive Order N-25-20 issued on March 12, 2020), which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Pursuant to Executive Order N-29-20, please be advised that members of the Bell Gardens City Council will participate in meetings telephonically. The public may view the meeting online. The Council Chamber is closed to the public at this time.

ACCESSIBILITY: If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, in order to observe and/or offer public comment may request such reasonable modification, accommodation, aid, or service by contacting Jane Halstead, City Clerk by telephone at 562-806-7705 or via email to CityClerkDesk@bellgardens.org no later than one (1) hour before the scheduled meeting.

CALL TO ORDER

ROLL CALL OF CITY COUNCIL MEMBERS

Pedro Aceituno, Council Member
Marco Barcena, Council Member
Vacant, Council Member
Liseth Flores, Mayor Pro Tem
Alejandra Cortez, Mayor

CLOSED SESSION REPORT

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

(Three minutes per person, subject to a total period of 30 minutes)

PUBLIC PARTICIPATION: Pursuant to Executive N-29-20 and given the current health concerns, members of the public can access meetings live at <https://www.bellgardens.org/i-want-to/watch-city-council-meetings> or at (562) 806-8922 and use code 2222. In addition, members of the public can submit comments electronically for consideration by the City Council by sending them to cityclerkdesk@bellgardens.org. To ensure distribution to the members of the City Council prior to consideration of the agenda, please submit comments no later than one (1) hour prior to the meeting. Those comments, as well as any comments received after, will be distributed to the members of the City Council and will be made part of the official public record of the meeting. If you would like to make your comments telephonically during the City Council Meeting, please call the City Clerk's office at 562-806-7700 no later than one (1) hour prior to the meeting to let staff know you would like to make a comment during the meeting. Staff will call you during the meeting at the appropriate time. Contact Jane Halstead, City Clerk at 562-806-7705 or the receptionist's desk at 562-806-7700 for any questions.

CITY MANAGER'S REPORT

CONSENT CALENDAR (Items No. 1-7)

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate action. Items called for separate discussion will be heard as the next order of business

1. GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

Recommendation:

It is staff recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

2. WARRANT REGISTERS AND WIRE TRANSFERS

In approving the action of receiving and filing the warrant registers, the official minutes of the Bell Gardens City Council should state that each individual member of the City Council is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same council member, or pays for any costs or expenses, or otherwise benefits the same named council member. Each council member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named council member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

Recommendation:

It is staff recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 03/10/20, 03/12/20, 03/17/20, 03/24/20, 03/26/20, 03/31/20 and 04/07/20.

3. **APPROVE MINUTES OF THE APRIL 9, 2020 CITY COUNCIL SPECIAL MEETING**

April 9, 2020 - Special City Council Meeting Minutes

Recommendation:

It is staff's recommendation that the City Council approve the attached minutes.

4. **APPROVE MINUTES OF THE APRIL 13, 2020 CITY COUNCIL REGULAR MEETING**

April 13, 2020 - Closed Session and Regular City Council Meeting Minutes

Recommendation:

It is staff's recommendation that the City Council approve the attached minutes.

5. **APPROVE MINUTES OF THE APRIL 22, 2020 SPECIAL MEETING - CLOSED SESSION**

April 22, 2020 - Special Meeting - Closed Session Minutes

Recommendation:

It is staff recommendation that the City Council approve the attached minutes.

6. **APPROVING A LIST OF PROJECTS FOR FISCAL YEAR 2020-2021 FUNDING BY SENATE BILL 1 (SB1) THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

On April 28, 2017, the Governor signed Senate Bill 1 (SB1) Road Repair and Accountability Act of 2017 and established a Road Maintenance and Rehabilitation Account (RMRA). A portion of these funds are distributed on a monthly basis to cities for basic road maintenance, rehabilitation and critical safety projects on local streets. It is estimated that the City will receive \$1,217,651 in FY 2020-2021 in RMRA funds. In order to receive these funds each City must adopt a resolution and submit a list of proposed street repairs to California Transportation Commission (CTC) before the deadline of May 1, 2020.

Recommendation:

It is staff's recommendation that the City Council by motion;

1. Adopt the attached Resolution approving the Fiscal Year 2020-2021 project list for Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017; and
2. Authorize staff to upload the Resolution with the list of streets to the California Transportation Commission (CTC) website.

7. **ONE-YEAR EXTENSION TO COMMERCIAL SOLID WASTE NON-EXCLUSIVE FRANCHISE AGREEMENTS**

In 2015, City Council adopted Resolution 2015-44, which awarded five year Commercial Solid Waste Non-Exclusive Franchise Agreements to nine (9) commercial waste haulers. The Agreements are due to expire June 30, 2020. In September 2016, Governor Brown signed SB 1383, establishing targets to achieve a 50 percent reduction in the level of statewide disposal of organic waste. The final regulations are to be completed by July 1, 2020. Extending these non-exclusive agreements by one-year will allow the City to incorporate SB 1383 requirements into the agreements which can be fulfilled by the haulers on behalf of the City.

Recommendation:

It is staff's recommendation that the City Council by motion:

1. Approve the attached amendment extending the Commercial Solid Waste Non-Exclusive Franchise Agreements by one-year to June 30, 2021;
2. Adopt the attached Resolution.

DISCUSSION (Item No. 8-9)

8. MOU FOR REIMBURSEMENT OF MEAL PROGRAM

Recreation and Community Services Department seeks approval a Memorandum of Understanding between the City and Empowered 4 Life, Inc. for the Supper Meal Program.

Recommendation:

It is staff's recommendation that the City Council, by motion, approve the attached Memorandum of Understanding and adopt the attached resolution.

9. URGENCY ORDINANCE ENACTING A TEMPORARY MORATORIUM ON PROPERTY CONVERSION/UTILIZATION FOR COVID-19 QUARANTINE FACILITIES AND OTHER RELATED EFFORTS

Urgency Ordinance No. 905 establishing a temporary moratorium on the conversion and/or utilization of hotels, motels, facilities, and/or or other residential or commercial properties into quarantine/isolation facilities and other related efforts until May 31, 2020.

Recommendation:

It is staff's recommendation that the City Council adopt Urgency Ordinance No. 905 establishing a temporary moratorium on the conversion and/or utilization of hotels, motels, and/or or other residential or commercial properties into quarantine/isolation facilities and other related efforts as well as COVID-19 related testing sites, until May 31, 2020 with the ability to extend further.

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

(Three minutes per person, subject to a total period of 30 minutes)

PUBLIC PARTICIPATION: Pursuant to Executive N-29-20 and given the current health concerns,

members of the public can access meetings live at <https://www.bellgardens.org/i-want-to/watch-city-council-meetings> or at (562) 806-8922 and use code 2222. In addition, members of the public can submit comments electronically for consideration by the City Council by sending them to cityclerkdesk@bellgardens.org. To ensure distribution to the members of the City Council prior to consideration of the agenda, please submit comments no later than one (1) hour prior to the meeting. Those comments, as well as any comments received after, will be distributed to the members of the City Council and will be made part of the official public record of the meeting. If you would like to make your comments telephonically during the City Council Meeting, please call the City Clerk's office at 562-806-7700 no later than one (1) hour prior to the meeting to let staff know you would like to make a comment during the meeting. Staff will call you during the meeting at the appropriate time. Contact Jane Halstead, City Clerk at 562-806-7705 or the receptionist's desk at 562-806-7700 for any questions.

CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

Posted by: Jane Halstead, CMC, City Clerk Date: April 23, 2020



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 1.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, City Manager
BY:	Jane Halstead, City Clerk
SUBJECT:	GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934
DATE:	April 27, 2020

RECOMMENDATION:

It is staff recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

BACKGROUND/DISCUSSION:

In order to expedite the conduct of business at Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the Council supports the motion waiving the full reading. Most California cities adopt a standard motion at the beginning of each meeting in order to effectuate this waiver.

Since most of the Ordinances introduced and adopted consist of multiple pages of technical language, reading by title only allows the Council to eliminate the communication of redundant information and attend to other matters during the meetings. Otherwise, the entire Ordinance language will have to be read in full.

CONCLUSION:

Allowing ordinances to be read by title only, according to California State Law, will expedite the conduct of business at Council Meetings.

FISCAL IMPACT:

No fiscal impact.

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 2.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Will Kaholokula, Director of Finance & Administrative Services
SUBJECT: WARRANT REGISTERS AND WIRE TRANSFERS
DATE: April 27, 2020

RECOMMENDATION:

It is staff recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 03/10/20, 03/12/20, 03/17/20, 03/24/20, 03/26/20, 03/31/20 and 04/07/20.

BACKGROUND/DISCUSSION:

The attached warrant registers, wire transfers, and net payrolls are for 03/10/20, 03/12/20, 03/17/20, 03/24/20, 03/26/20, 03/31/20 and 04/07/20. The warrant registers, wire transfers, and net payrolls reflect the obligations of the City for the above referenced dates.

CONCLUSION:

If the recommendation to the City Council is approved, the warrant registers, wire transfers, and net payrolls dated 03/10/20, 03/12/20, 03/17/20, 03/24/20, 03/26/20, 03/31/20 and 04/07/20 will be received and filed.

FISCAL IMPACT:

Description	Check Date	Reference Number	Amount
Warrant register	03/10/20	173109 - 173173	\$350,092.70
		Total Vouchers	\$350,092.70
Wire transfer	03/12/20	1431 - 1435	\$292,050.81
Warrant register	03/17/20	173174 - 173262	\$817,953.40
		Bank total	\$1,110,004.21
Net payroll transfer	03/12/20	-	\$383,222.47
		Total Vouchers	1,493,226.68
Warrant register	03/24/20	173263 - 173325	\$205,501.31
		Total Vouchers	\$205,501.31
Wire transfer	03/26/20	1436 - 1439	\$218,794.79
Warrant register	03/31/20	173326 - 173401	\$139,750.91
		Bank total	\$358,545.70
Net payroll transfer	03/26/20	-	\$390,706.36
		Total Vouchers	\$749,252.06
Warrant register	04/07/20	173402 - 173455	\$88,696.07

			Total Vouchers	\$88,696.07
			Grand Total Vouchers	\$ 2,886,768.82

ATTACHMENTS:

Exhibit 1- Warrant Register

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

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Voucher List
CITY OF BELL GARDENS

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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173109	3/10/2020	009116 3SI SECURITY SYSTEMS INC	785558		PD- RENEWAL OF GPS TRACKING	216.00
					Total :	216.00
173110	3/10/2020	007259 ACCOUNTEMPS	55359364	04355	FA PROF SRVCS M.COVARRUBIAS	2,920.00
			55408877	04355	FA PROFESSIONAL SERVICES	2,190.00
					Total :	5,110.00
173111	3/10/2020	000148 AMTECH ELEVATOR SERVICES	DVA06901S320		PD-ELEVATOR MAINT MARCH 2020	196.77
					Total :	196.77
173112	3/10/2020	000335 DEPT OF CONSERVATION	OCT-DEC 2019		CD STRONG MOTION FEE REPORT	236.50
					Total :	236.50
173113	3/10/2020	008668 DIAMOND CLEANING SERVICES, DORA G	BGA005		PD- OFFICE DETAIL CLEANING	440.00
			BGA006		PD-OFFICE DETAIL CLEANING	160.00
			BGA007		PD-OFFICE DETAIL CLEANING	160.00
			BGA008		PD- OFFICE DETAIL CLEANING	160.00
					Total :	920.00
173114	3/10/2020	003395 DISTRICT OF SO CA, WATER REPLENISH	387-013120		PW-GROUNDWATER JAN 2020	29,824.15
					Total :	29,824.15
173115	3/10/2020	008460 DIV. OF THE STATE ARCHITECT	AB1379-JULY-DEC20		DSA 796 SB1186 JULY-DEC 2019	175.20
					Total :	175.20
173116	3/10/2020	008448 DURA FLOORING, INC	88829	04318	PD DISPATCH CENTER - FLOOR CC	1,922.00
					Total :	1,922.00
173117	3/10/2020	008258 ECOFERT, INC	4471		PW-FIELD FERTIGATION FEB	690.00
					Total :	690.00
173118	3/10/2020	008664 ESTRADA, BALTAZAR B.	062620		RCS SENIOR EVENT ENTERTAINMI	250.00
					Total :	250.00
173119	3/10/2020	005206 FIESTA COOPERATIVE INC.	2001311	04323	PW MEDICAL TAXI SRVS JAN2020	4,255.53
					Total :	4,255.53

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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173120	3/10/2020	000849 FLORES, MIRIAM C.	02242020		CCL AGENDA TRANS SRVCS 2/10,2	250.00
					Total :	250.00
173121	3/10/2020	009272 GAMBOA, ELVA	FEB2020		CARPOOLING REIM FEB2020	35.00
					Total :	35.00
173122	3/10/2020	009809 GLOBAL URBAN STRATEGIES INC.	26	04281	CM GRANT WRITING AND ADMINIS	8,365.35
					Total :	8,365.35
173123	3/10/2020	002092 GOLDEN STATE WATER COMPANY	01627100009-022520		PW-GARFIELD AVE. & PK LANE	1,007.13
			01744100007-022520		PW-6458 IRRIG FLORENCE	506.21
			06542100000-022420		PW-8640 MARLOW	315.93
			21145100000-022620		PW-SCOUT & RAMISH	1,267.64
			21744100005-022520		PW-6221 FLORENCE AVE.	572.89
			22744100003-032520		PW-8327 GARFIELD AVE.	444.64
			24412200008-022520		PW-8000 SCOUT	78.77
			31145100009-022520		PW-8000 SCOUT	1,580.26
			32916100004-022520		PW-8000 SCOUT	9,824.88
			40584200006-022120		PW-8323 GARFIELD AVE.	76.68
			41145100008-022520		PW-GILLILAND & SCOUT	208.65
			49226200001-022520		PW-8000 BTHMS SCOUT	670.78
			49644100007-022520		PW-CLARA ST/IN SIDEWK IRRIG	104.42
			50744100004-022520		PW-NEC AJAX & FLORENCE IRRIG	486.65
			52151200004-022620		PW-5856 LUDELL ST 1 OF 2	283.78
			52744100000-022520		PW- GARFIELD AVE & EASTERN AV	760.99
			56810300006-022520		PW-8341 1/2 EASTERN	155.53
			57319200002-022520		PW-GAGE AVE. & SPECHT	239.48
			59644100006-022520		PW-EASTERN S/O LIVE OAK IRRIG	295.86
			76132100009-022520		PW-5856 LUDELL ST	41.94
			80824200002-022520		PW-8321 JABONERIA RD	212.03
			81145100004-022520		PW-S/SIDE PK LN GILLAND FP	32.37
			81916100001-022520		PW-8000 SCOUT	3,629.23
					Total :	22,796.74
173124	3/10/2020	009071 GUTIERREZ, ERIKA	FEB 2020		CARPOOLING REIM FEB2020	35.00
					Total :	35.00
173125	3/10/2020	000991 HDL COREN & CONE	0027586IN	04146	FA PROPERTY TAX FY19-2020	2,673.57

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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173125	3/10/2020	000991 HDL COREN & CONE	(Continued)		Total :	2,673.57
173126	3/10/2020	002564 HILLYARD	603778068		RCS YTH BB GYM MAINT SUPPLIE	92.36
					Total :	92.36
173127	3/10/2020	001025 HOME DEPOT	024050/3370615 027261/0611109		RCS BGVP MIANT SUPPLIES	221.88
					RCS SR MAINT SUPPLIES	176.15
					Total :	398.03
173128	3/10/2020	008843 HYGENEX FRANCHISING CORP.	239932 240141 240431		RCS FP INTERIOR 2/5-26TH	144.00
					RCS GC MNTNCE 2/5-26TH	144.00
					RCS FP EXTERIOR 2/5-26TH	348.00
					Total :	636.00
173129	3/10/2020	005177 INFRASTRUCTURE ENGINEERS	24897 24898 24899 24901 24902 24915	04170 04217 04161 04341 03737	PW WATER RATE ADJUSTMENT RE	705.60
					PW FDPK LANSCAPE MAINTENAN	559.00
					PW TRAFFIC SIGNAL GARFIELD &	1,897.50
					PW STOP SIGN WARRANT JABONE	4,344.00
					PW UPGRADES WATER WELL #1 &	640.75
					PW-NPDES MANAGEMENT FEB202	968.75
					Total :	9,115.60
173130	3/10/2020	009579 J THAYER COMPANY LLC	14322450		RCS OFFICE TABLE	678.90
					Total :	678.90
173131	3/10/2020	008569 JCL TRAFFIC	103752 103753 103754 103755 103756		PW-BGVP PARK SIGNS	565.67
					PW-PARKS SIGNS CITY WIDE	965.30
					PW-CITY WIDE SIGNS	860.40
					PW-VARIOUS ST NAME SIGNS	943.45
					PW-VARIOUS SIGNS CITY STREET:	889.35
					Total :	4,224.17
173132	3/10/2020	005281 JG QUALITY PRINTING, GLORIA L. HINOJA	23243		CD CE SUPPLIES	305.13
					Total :	305.13
173133	3/10/2020	009028 KANSAS STATE BANK	51	04154	VOIP SERVICES LEASE APRIL 2020	1,900.84
					Total :	1,900.84
173134	3/10/2020	006145 LAN WAN ENTERPRISE, INC.	65231	04147	IT NETWORK/TECH SUPPORT FY19	4,800.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173134	3/10/2020	006145 LAN WAN ENTERPRISE, INC.	(Continued)			
			65343	04147	IT NETWORK/TECH SUPPORT FY19	4,800.00
			65406	04147	IT NETWORK/TECH SUPPORT FY19	4,800.00
			65559	04147	IT NETWORK/TECH SUPP 2/11,13,1	4,800.00
			65616	04352	PD BATTERY BACKUP FOR DISPAT	4,238.98
					Total :	23,438.98
173135	3/10/2020	001269 LEAGUE OF CALIF. CITIES	628081		2020 STATE MEMBERSHIP DUES	15,997.00
					Total :	15,997.00
173136	3/10/2020	001695 LIBERTY UTILITIES CORP	140600-022120		PW-6423 FLORENCE PL	137.70
			141815-022120		PW-GAGE & GARFIELD AVE.	40.90
			141820-022120		PW-GAGE & PERRY RD	50.12
			141850-022120		PW-GAGE & GARFIELD AVE.	278.12
			141940-022120		PW-7000 GARFIELD AVE.	149.04
			141960-022120		PW-7100 GARFIELD AVE.	495.72
			141965-022120		PW-7100 GARFIELD AVE	55.89
			143985-022120		PW-6662 LOVELAND ST	578.48
			143990-022120		PW-6662 LOVELAND ST	1,150.34
			143995-022120		PW-6662 LOVELAND ST	519.48
					Total :	3,455.79
173137	3/10/2020	007055 LINGLE BROS. COFFEE, INC	L16364		PW-OFFICE SUPPLIES	165.60
					Total :	165.60
173138	3/10/2020	001318 LOOMIS	12576130	04131	FA ARMORED SERVICES 3/20	607.23
					Total :	607.23
173139	3/10/2020	003249 LUBRANI, SAMANTHA L.	2112020		CCL MTG TRANSL CC MTG 1/13,15,	1,001.67
					Total :	1,001.67
173140	3/10/2020	006811 MATT CHLOR INC.	23590		PW-1/30/20 BULK CHLORINE	531.70
					Total :	531.70
173141	3/10/2020	003123 MENDOZAS LAWNMOWER'S, ROSALINDA	4711		PW- SRVC CHAIN SAW UTILITY CR	81.59
					Total :	81.59
173142	3/10/2020	000253 MERCHANTS & COMMERCE, BELL GARDI	2811	04269	CD ECONOMIC DEVEL PARTNERSH	2,500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173142	3/10/2020	000253 000253 MERCHANTS & COMMERCE (Continued)			Total :	2,500.00
173143	3/10/2020	001491 MOBILE MINI INC.	9007973142		PD-CONTRACT SRVCS 2/19-3/17	185.93
					Total :	185.93
173144	3/10/2020	006744 MTZ GRAPHICS, PETER MARTINEZ	20120		RCS MENS SOFTBALL CHAMP AW/	427.90
					Total :	427.90
173145	3/10/2020	004721 ONATE, ALFREDO	FEB2020		CARPOOLING REIM FEB2020	35.00
					Total :	35.00
173146	3/10/2020	000453 PARK WATER, LIBERTY PARK UTILITIES	189000		PW- O&M MNTHLY SRVC FEB 2020	26,791.77
					Total :	26,791.77
173147	3/10/2020	007292 PARKING CO. OF AMERICA, PCAM,LLC	INVM0014863	04139	PW DIALA RIDE SERVICE	22,037.68
			INVM0014864	04139	PW SENIOR BUS DRIVER JAN 2020	2,538.48
			INVM0014865	04139	PW TROLLEY SRVC JAN 2020	42,338.40
					Total :	66,914.56
173148	3/10/2020	009820 PROSEGUR SERVICES GROUP, INC.	607931		RCS SPRT CTR SECURITY	1,033.76
					Total :	1,033.76
173149	3/10/2020	009468 QUICKSILVER PRINTING &GRAPHICS	60239		RCS BUSINESS CARDS D.ORTIZ	78.99
					Total :	78.99
173150	3/10/2020	004661 QUILL CORPORATION	4903892		PD-OFFICE SUPLIES SIU TONER	257.13
			4903905		PD-OFFICE SUPPLIES GIU TONER	218.97
			4937555		PD-OFFICE SUPPLIES SIU TONER	220.96
					Total :	697.06
173151	3/10/2020	002884 RESERVE ACCOUNT	10889251-022920		POSTAGE ALL DEPTS.	1,183.85
					Total :	1,183.85
173152	3/10/2020	008332 RICARDO EXTERMINATOR	00115700		PW-EXTERMINATOR SRVC AT NYC	60.00
			0115696		PW-EXTERMINATOR SRVC AT CH	60.00
			0115697		PW- EXTERMINATOR SRVC AT PD	60.00
			0115698		PW-EXTERMINATOR SRVC AT GC	100.00
			0115699		PW-EXTERMINATOR SRVC AT FDPI	100.00
			0115701		PW-EXTERMINATOR SRVC VET PA	170.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173152	3/10/2020	008332 RICARDO EXTERMINATOR	(Continued) 0115702 0115704		PW-EXTERMINATOR SRVC AT SIER PW-EXTERMINATOR SRVC AT PWS	100.00 100.00
					Total :	750.00
173153	3/10/2020	001939 SAKEZ, EMILIA	FEB2020		CARPOOLING REIM FEB 2020	35.00
					Total :	35.00
173154	3/10/2020	002063 SMART & FINAL	011843 028793 055796		RCS SR CTR SUPPLIES RCS SR CTR SUPPLIES RCS SR CTR SUPPLIE S	347.60 349.71 35.37
					Total :	732.68
173155	3/10/2020	000913 SMITH PAINT	794888		RCS PIANT MACHINE RENTAL	165.38
					Total :	165.38
173156	3/10/2020	002088 SOCALGAS	03560611000-022620 06477094269-022620 09650638001-022720 11300697007-022620 12170673003-030220 12560694096-022620 13010672007-030420		PW-8327 GARFIELD AVE. PW-80000 PARKLANE PW-5856 LUDELL ST PW-8000 PKLANE PW-6662 LOVELAND ST PW-7840 SCOUT AVE. PW-7100 GARFIELD AVE.	112.63 142.72 16.07 85.80 114.62 138.27 305.64
					Total :	915.75
173157	3/10/2020	008887 SOURCE ONE OFFICE PRODUCTS	WO454801		CD OFFICE SUPPLIES	115.00
					Total :	115.00
173158	3/10/2020	002087 SOUTHERN CALIFORNIA EDISON	2234882413-022720		PW-6515 SCOUT AVE. PED	24.28
					Total :	24.28
173159	3/10/2020	007335 STANDARDS COMMISSION, CALIF. BLDG	SEPT-DEC 2019		CD BLDG STANDARDS ADM SP FUI	249.30
					Total :	249.30
173160	3/10/2020	007191 SUPERCO SPECIALTY PRODUCTS	PS1328563		PW-ASPHALT CONCRETE RELEAS	995.05
					Total :	995.05
173161	3/10/2020	009779 TACTICAL FIREARMS TRNG INS, ROBERT	020920		PD-TRNG M.HUFFMAN APRIL-MAY	625.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173161	3/10/2020	009779 009779 TACTICAL FIREARMS TRNG (Continued)			Total :	625.00
173162	3/10/2020	008112 TIFCO INDUSTRIES INC	7152499		PW-TOOLS ST SUPPLIES	150.68
			71525653		PW-RUBBER GLOVES LITTER ABA	433.36
					Total :	584.04
173163	3/10/2020	001447 TIME WARNER CABLE	0332509030120		VOIP SRVCS 6662 LOVELAND	116.70
					Total :	116.70
173164	3/10/2020	001447 TIME WARNER CABLE	0332491011920		VOIP SRVCS 6722 CLARA	114.98
					Total :	114.98
173165	3/10/2020	001447 TIME WARNER CABLE	844830043033242-0:		VOIP SRVCS 2/22-3/21	114.98
					Total :	114.98
173166	3/10/2020	009033 TIME WARNER CABLE	056871301030120		VOIP SRVCS 3/20	399.00
					Total :	399.00
173167	3/10/2020	002806 TOLAR MANUFACTURING CO., INC.	13422	04259	PW 9' AND 20' TOLAR SIERRA SER	99,356.40
					Total :	99,356.40
173168	3/10/2020	004186 TPX COMMUNICATIONS	1269186280		TELECOMMUNICATIONS 2/23-3/22	1,442.80
					Total :	1,442.80
173169	3/10/2020	005879 UNITED SITE SERVICES	1149931566		PW-SEWAGE TANK SRVC 2/20-3/18	529.23
					Total :	529.23
173170	3/10/2020	003821 US ARMOR CORPORATION	26786		PD SAFETY VEST DETECTIVE ACO	740.26
					Total :	740.26
173171	3/10/2020	006130 VERIZON WIRELESS	9849043814		PW-MNTHLY SRVC FEE 1/24-2/23	804.15
					Total :	804.15
173172	3/10/2020	006130 VERIZON WIRELESS	9848696761		RCS CELL SRVC 1/20-2/19	699.33
					Total :	699.33
173173	3/10/2020	006130 VERIZON WIRELESS	9848696759		CM DATA COMM 1/20-2/19	152.17
					Total :	152.17

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
65 Vouchers for bank code : common						Bank total : 350,092.70
65 Vouchers in this report						Total vouchers : 350,092.70

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1431-WIRE	3/12/2020	003359 BANK OF THE WEST	Ben562233		FICA - SOC. SEC.: PAYMENT	65,714.42
					Total :	65,714.42
1432-WIRE	3/12/2020	003358 BANK OF THE WEST	Ben562237		STATE INCOME TAX: PAYMENT	17,517.52
					Total :	17,517.52
1433-WIRE	3/12/2020	001725 CALPERS	Ben562235		P/R 3/12/20	106,590.87
					Total :	106,590.87
1434-WIRE	3/12/2020	009439 MASS MUTUAL	Ben562239		MASS MUTUAL: PAYMENT	25,793.00
					Total :	25,793.00
1435-WIRE	3/12/2020	003955 CJPIA	ada156-wire issued		PW -ADA SURVEY INSPECTION	76,435.00
					Total :	76,435.00
173174	3/17/2020	009669 CENTER OF CA, OCCUPATIONAL HEALTH 67139104			PD-BOOKING EXAMS 2/12,14,17TH	223.00
					Total :	223.00
173175	3/17/2020	008604 ACCOUNT 6746022400, U.S. BANK PARS	Ben562221		PARS: PAYMENT	3,531.56
					Total :	3,531.56
173176	3/17/2020	008747 ADVANCED COMPRESSOR, RANDY B MIN 20471			PW- PERFORMED QTRLY SRVCS F	252.61
					Total :	252.61
173177	3/17/2020	000098 ALIN PARTY SUPPLY	370357		RCS SUMMER MOVIES DECOR	313.38
			370358		RCS STAR DECORATIONS	291.69
			370362		RCS EARTH DAY DECORATIONS	240.40
			370363		RCS SR CTR DECORATIONS	141.42
					Total :	986.89
173178	3/17/2020	000106 ALL CITY MANAGEMENT SERVICES	67041	04132	PW CROSSING GUARD SERVICES	5,040.99
					Total :	5,040.99
173179	3/17/2020	000150 ANAYA'S SERVICE CENTER	32673		PW-SRVC/REPAIR VEH PF2	290.67
			32678		PW-SRVC/REPAIR VEH P186	76.54
			32790		PW-SRVC/REPAIR VEH 2008	773.47
			32867		PD-UNIT#251 REMOVAL OF CODE :	259.64

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173179	3/17/2020	000150 ANAYA'S SERVICE CENTER	(Continued)			
			32868		PD-UNIT #256 OIL CHANGE,BRAKE	924.33
			32869		PD-UNIT 231 REPL STRUT MOUNTS	378.12
			32870		PD-UNIT #267 WINDOW TINT	277.22
			32871		PD-UNIT #267 WINDOW TINT	200.00
			32872		PD-UNIT #247 REPL BATTERY	178.05
			32873		PW-SRVC/REPAIR VEH P176	56.51
			32874		PD- UNIT #262 REPL WIPER BLADE	37.12
			32904		PW-SRVC/REPAIR VEH #171	262.07
			32906		PW-SRVC/REPAIR VEH SM184	906.48
					Total :	4,620.22
173180	3/17/2020	003260 ANDRADE, ARMANDO	FEB2020		CARPOOLING REIM FEB 2020	35.00
					Total :	35.00
173181	3/17/2020	000301 ANTHEM BLUE CROSS	0010110986G		FA HEALTH INS MARCH	204,950.88
					Total :	204,950.88
173182	3/17/2020	000301 ANTHEM BLUE CROSS	000109329368		RET HEALTH INS MARCH 20	7,978.85
					Total :	7,978.85
173183	3/17/2020	000284 ASSOC., BELL GARDENS POLICE	Ben562227		NON-SWORN POA MEMBER-DUES,	2,304.50
					Total :	2,304.50
173184	3/17/2020	006800 ATHENS SERVICES	0320121115	04103	PW RESID WASTE SERVICE CITYV	222,560.78
					Total :	222,560.78
173185	3/17/2020	004626 BANKCARD CENTER	2337-022820		RCS EXPENSES FEB 2020	2,511.50
			3107-022820		RCS EXPENSES FEB 2020	236.98
			3416-022820		HR EXPENSES FEB 2020	190.30
			4922-022820		CC - EXPENSES FEB2020	1,482.60
			4936-022820		PW-EXPENSES FEB 2020	585.08
			4969-022820		CC EXPENSES FEB 2020	1,492.60
			5081-022820		CCL OFFICE SUPPLIES	352.75
			5421-022820		CC - EXPENSES FEB 2020	1,165.04
			5871-022820		CC- EXPENSES FEB 2020	902.95
			5946-022820		HR EXPENSES FEB 2020	318.19
			6334-022820		PD- EXPENSES- FEB 2020	2,663.00
			6535-022820		CM EXPENSES FEB2020	531.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173185	3/17/2020	004626 BANKCARD CENTER	(Continued) 7674-022820 7771-022820 8749-022820		RCS EXPENSES FEB 2020 PD- EXPENSES FEB 2020 CM - EXPENSES FEB 2020 Total :	361.97 1,508.73 39.00 14,341.71
173186	3/17/2020	006666 BEITH, TORBEN	20200306	04230	PD ADMIN SUPP 2/18,25,3/4,05 Total :	1,586.25 1,586.25
173187	3/17/2020	007983 BRACAMONTES, CHRISTOPHER JASON	MARCH2020		RCS FOLKLORICO MARCH 2020 Total :	273.00 273.00
173188	3/17/2020	009389 BRIGHTVIEW GOLF MAINTENANCE	6745746	04106	RCS GOLF COURSE MAINTENANCE Total :	13,261.25 13,261.25
173189	3/17/2020	000313 BRITE WHITE, ELISEO RODRIGUEZ	24789 24799		PW-FLAT REPAIR VEH F185 CD FLAT CE ORNELAS Total :	15.00 20.00 35.00
173190	3/17/2020	003938 CCAC	5663 5664		CCL-CCAC MEMBERSHIP RENEWA CCL-CCAC MEMBERSHIP Total :	65.00 27.50 92.50
173191	3/17/2020	008903 CELPLAN TECHNOLOGIES, INC	2020020172BEL 202002017BEL	04302 04302	RCS WIRELESS VIDEO MONITORIN RCS WIRELESS VIDEO MONITORIN Total :	2,772.93 14,452.69 17,225.62
173192	3/17/2020	006668 COMPLETE LANDSCAPE CARE, INC	15772	04339	PW FORD PARK MAINTENANCE FY Total :	7,199.00 7,199.00
173193	3/17/2020	009123 COMPLETE OFFICE OF CALIF. INC.	24252660		PW-JANITORIAL SUPPLIES Total :	769.33 769.33
173194	3/17/2020	000580 CORONA, RAYMUNDO	FEB2020		CARPOOLING REIM FEB 2020 Total :	35.00 35.00
173195	3/17/2020	007417 CRUZ, JOSE MANUEL	MARCH 2020		RCS KARATE INST FEB 2020 Total :	826.00 826.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173196	3/17/2020	008852 CRUZ, MARIA E.	MARCH 2020		RCS BALLET INST FEB 2020	1,001.00
					Total :	1,001.00
173197	3/17/2020	000659 DELTA DENTAL OF CALIFORNIA	BE003823115		FA DENTAL INS MARCH 2020	16,417.34
					Total :	16,417.34
173198	3/17/2020	000658 DELTA DENTAL INSURANCE COMPANY	BE003820818		FA DENTAL INS MARCH 2020	1,140.03
					Total :	1,140.03
173199	3/17/2020	008668 DIAMOND CLEANING SERVICES, DORA G CD001			CD OFFICE CLEANING	180.00
					Total :	180.00
173200	3/17/2020	000815 FEDEX	694199390 694230149		CC DELIVERY EXPENSES	108.66
					PD-POSTAGE DELIVERY	255.71
					Total :	364.37
173201	3/17/2020	009101 FILE KEEPERS, LLC	598325		PD-ONSITE SHREDDING SRVC FEE	36.96
					Total :	36.96
173202	3/17/2020	001735 FINANCIAL SRVCS,LLC, PITNEY BOWES (3103786005		04292	FA METER LEASE 12/30-3/29	889.74
					Total :	889.74
173203	3/17/2020	008785 FLEMING, RONNIE	030520	04338	RCS YOUTH WINTER BASKETBALL	2,268.00
					Total :	2,268.00
173204	3/17/2020	005761 FORENSIC NURSE SPECIALISTS,INC	4556 4568		PD-CONTRACT SRVC ASSAULT EX.	800.00
					PD-CONTRACT SRVC ASSAULT EX.	800.00
					Total :	1,600.00
173205	3/17/2020	006521 FRANCHISE TAX BOARD	Ben562223		GARNISHMENT: PAYMENT	454.91
					Total :	454.91
173206	3/17/2020	009084 FRONTIER COMMUNNICATIONS	51415-5		PD-UPGRADE FRAME RELAY CIRC	1,146.75
					Total :	1,146.75
173207	3/17/2020	000917 GOLDEN WEST PIPE & SUPPLY	551193		PW-FACILITIES PLUMBING SUPPLI	154.87
					Total :	154.87

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173208	3/17/2020	001025 HOME DEPOT	002096/6611465		PW- PD DISPATCH SUPPLIE S	149.86
			003539/5044142		PW-WOOD CEMENT CREW	268.11
			027835/0043769		PW- PD SUPPLIES	84.61
			028492/9530014		PW-PD DISPATCH SUPPLIES	197.09
			W947307127		PW-TOASTER OVEN PW DEPT	77.81
					Total :	777.48
173209	3/17/2020	008843 HYGENEX FRANCHISING CORP.	239980		RCS NYC MNTNCE 2/5-26	216.00
			240135		RCS BGVP MNTNCE 2/5-26TH	348.00
			240995		RCS SR MNTNCE 2/5-26TH	252.00
					Total :	816.00
173210	3/17/2020	009818 IBE DIGITAL	429842		CD COPIER LEASE 2/6-3/5	136.37
			429843		CCL COPIER LEASE 2/6-3/5/20	75.67
			429844		PD-COPIER LEASE 2/6-3/5	88.02
			429845		PD COPIER LEASE 2/6-3/5	41.12
			429846		PD COPIER LEASE 2/6-3/5	75.19
			429847		FA COPIER LEASE 2/6-3/5/20	144.67
			429848		RCS COPIER LEASE 2/6-3/5	3.62
			429849		RCS COPIER LEASE 2/6-3/5	3.89
			429850		RCS COPIER LEASE 2/6-3/5	28.33
			429851		RCS COPIER LEASE 2/6-3/5/20	217.93
			429872		PW- COPIER LEASE 2/7-3/5/20	60.67
					Total :	875.48
173211	3/17/2020	005177 INFRASTRUCTURE ENGINEERS	24883		CD B&S PLAN CHECK 2/20	11,848.17
			24891		CD P1 & DEVT ENG FEB 2020	1,192.00
			24892	04194	PW ENGINEERING SERVICES FEB	9,135.00
			24894	04169	PW RESERVOIR PROJECT INITIAL	6,262.50
			24895	04135	PW WATER RATE INCREASE COM	580.00
			24896	04162	PW GARFIELD & EASTERN AVE IN	46,447.50
			24930	04266	PW WATER WELL PUMP RESERV	1,709.60
					Total :	77,174.77
173212	3/17/2020	008975 JC CLEANING SERVICE, JOEL I CRUZ	414		PW-TILE DEEP CLEANING/SEALER	740.00
					Total :	740.00
173213	3/17/2020	008730 JHM & CARSON SUPPLY, INC	535043		PW-IRRIG SUPPLIES BGVP PARK	189.36

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173213	3/17/2020	008730 008730 JHM & CARSON SUPPLY, IN	(Continued)		Total :	189.36
173214	3/17/2020	007630 KAHOLOKULA, WILLIAM	JAN28-31ST		FA CSMFO 2020 CONF 1/30 REIMB	310.00
					Total :	310.00
173215	3/17/2020	004019 KAISER FOUNDATION HEALTH PLAN	MAR2020		FA HEALTH INS MARCH 2020	63,945.31
					Total :	63,945.31
173216	3/17/2020	008130 KRONOS INCORPORATED	11568888	04336	PD ANNUAL SOFTWARE MAINTEN/	4,248.28
					Total :	4,248.28
173217	3/17/2020	001218 LACMTA	105221		PW- TAP S/D MNTHLY JAN 2020	700.00
					Total :	700.00
173218	3/17/2020	006145 LAN WAN ENTERPRISE, INC.	65345		CCL- TELEPHONE HEADSET	50.25
			65426	04304	PD SOFTWARE/HARDWARE WARF	2,598.19
			65427		PD-SOFTWARE WARRANTY RENEI	3,036.00
			65437		IT VEEAM LIC RENTAL FEB 2020-2C	2,843.10
			65438		IT HP SERVER WARRANTY FEB 20:	5,617.89
			65439		IT WINDOWS SERVER 2019 LIC	2,574.00
			65441	04315	PD DISPATCH CENTER - RELOCATI	7,447.50
			65617	04108	PD MAINT CONTRACT 2/24-27TH	4,800.00
			65740	04108	PD- MAINT I.T. AGREEMNT SRVC	4,800.00
			65797		PD-BARRACUDA EMAIL SEC GATE\	3,709.28
					Total :	37,476.21
173219	3/17/2020	006769 LATINO BLENDS, LUIS FERNANDEZ	363		RCS STAR PRGM 2/14/20	275.00
					Total :	275.00
173220	3/17/2020	008684 LGP EQUIPMENT RENTALS INC	113716		PW-CONCRETE AT 5722 WATCHER	385.99
					Total :	385.99
173221	3/17/2020	008850 LOGIC TREE IT SOLUTIONS INC	1017		PD-RENEWAL OF ANNUAL SUBSCF	1,359.00
					Total :	1,359.00
173222	3/17/2020	001201 LOS ANGELES COUNTY SHERIFF'S	Ben562231		GARNISHMENT: PAYMENT	100.00
					Total :	100.00
173223	3/17/2020	006811 MATT CHLOR INC.	23668		PW-2/13 BULK CHLORINE WATER \	488.99

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173223	3/17/2020	006811 006811 MATT CHLOR INC.	(Continued)		Total :	488.99
173224	3/17/2020	001474 MIDTOWN PLUMBING, INC.	IN00028542	04358	PW REPAIRED 6" RECLAIMED WAT	3,591.29
					Total :	3,591.29
173225	3/17/2020	001491 MOBILE MINI INC.	9008003085		PD-CONTRACT SRVCS 2/25-3/23	77.75
					Total :	77.75
173226	3/17/2020	001520 MORRISON ELECTRICAL INC.	17760		PW-PALM TREE LIGHTING DEMO	885.00
			17761		PW-PALM TREE LIGHTING CONDUIT	735.00
			17763		PW-PALM TREE LIGHTING FIXTURE	784.81
			17775		PW-XMAS TREE LIGHTING	642.81
					Total :	3,047.62
173227	3/17/2020	007608 OREILLY AUTO PARTS	3849-409311		PD-WHEEL PAINT FOR POLICE UI	17.50
					Total :	17.50
173228	3/17/2020	009662 P.L. PERRIN & ASSOCIATES, PAUL L. PER 2001			PD-POLYGRAPH EXAMS	235.00
					Total :	235.00
173229	3/17/2020	007668 PACIFIC TELEMAGEMENT SRVCS	2039454		PD- PUBLIC PAY TELEPHONE	82.87
					Total :	82.87
173230	3/17/2020	008044 PAL PROGRAM	Ben562225		PAL PROGRAM: PAYMENT	385.00
					Total :	385.00
173231	3/17/2020	008666 PARS	45108		PARS TRUST ADMIN SRVCS 1/31/20	646.60
					Total :	646.60
173232	3/17/2020	009834 PRINT AGENT	1169		RCS SMALL FRY BASKETBALL FLYIN	164.25
					Total :	164.25
173233	3/17/2020	009820 PROSEGUR SERVICES GROUP, INC.	608230		RCS SPRT CTR SEC 2/24-3/1	1,232.56
					Total :	1,232.56
173234	3/17/2020	001827 RAYVERN LIGHTING SUPPLY CO.INC	647980		PW-FACILITY LIGHTS	752.81
			648510		PW-FACILITY LIGHTS	752.81
					Total :	1,505.62

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173235	3/17/2020	003631 RELX, INC.	1409885-20200131		PD-ADV SEARCHES SOFTWARE	50.50
			1409885-20200229		PD-ADV SEARCHES SOFTWARE FI	50.50
					Total :	101.00
173236	3/17/2020	006737 REYES, EVANGELINA	FEB2020		CARPOOLING REIM FEB2020	35.00
					Total :	35.00
173237	3/17/2020	008637 ROBERTSON'S READY MIX LTD	640047		PW-CONCRETE 5844-46 GOTHAM	1,082.37
					Total :	1,082.37
173238	3/17/2020	008726 ROCK, CAROL J	66	04366	CM COMM CONSUL- MARCH 2020	1,500.00
					Total :	1,500.00
173239	3/17/2020	008080 RONS MAINTENANCE	846-022520	04258	PW CATCHBASIN CLEANING	4,420.00
					Total :	4,420.00
173240	3/17/2020	004353 ROSE CLEANERS	28332		PD-JAIL UNIFORMS/LINEN CLEANI	33.00
			28848		PD- JAIL UNIFORMS & LINEN CLEA	55.75
			28915		PD-JAIL UNIFORM /LINEN CLEANIN	97.25
			28994		PD-JAIL UNIFORMS & LINEN CLEA	55.75
					Total :	241.75
173241	3/17/2020	008786 RUSS BASSETT CORP.	88604	04193	PD-DISPATCH CENTER FURNITURE	4,750.00
					Total :	4,750.00
173242	3/17/2020	009550 SANDRA M. LEYVA	0220		RCS STAR PRGM INST FEB	300.00
					Total :	300.00
173243	3/17/2020	007642 SKYLINE SAFETY & SUPPLY, PATRICIA SC 5319			PW- 2 BATTERY SPEED RADAR SIC	495.41
					Total :	495.41
173244	3/17/2020	002063 SMART & FINAL	030787		CC KITCHEN SUPPLIES	125.09
					Total :	125.09
173245	3/17/2020	000913 SMITH PAINT	796093		RCS SC PAINT MACHINE REPAIR	216.64
					Total :	216.64
173246	3/17/2020	008887 SOURCE ONE OFFICE PRODUCTS	OEQT557121		CD OFFICE SUPPLIES	40.43

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173246	3/17/2020	008887	008887 SOURCE ONE OFFICE PROI (Continued)		Total :	40.43
173247	3/17/2020	002087	SOUTHERN CALIFORNIA EDISON	2005124854-30520	PW-VARIOUS LOCATIONS	20,793.83
				2036425460-030520	PW-VARIOUS LOCATIONS	1,399.15
				2212260244-031020	PW-8120 EASTERN AVE. PED	11.73
				2244275970-031220	PW-6601 CLARA ST	30.44
				2269440798-031120	PW- 6722 CLARA ST	663.06
				2278053301-031720	PW-8000 PK LANE UNIT A	6,842.83
					Total :	29,741.04
173248	3/17/2020	000594	STATE DISBURSEMENT UNIT	Ben562229	GARNISHMENT: PAYMENT	206.84
					Total :	206.84
173249	3/17/2020	007554	STEAMX,LLC, MIKE J. MANCE	55256	PW-PRESSURE WASHER AT BGVP	817.20
				55277	PW-PRESSURE WASHER REPAIR I	997.76
					Total :	1,814.96
173250	3/17/2020	002169	SUPER A FOODS	0125-030420	RCS PEPSTERS SUPPLIES	72.76
				0126	RCS DANCE TEAM SUPPLIES	89.37
					Total :	162.13
173251	3/17/2020	009775	THOMSON INC.	8812253	PW-SRVC/REPAIR A/C AT BGVP	175.00
					Total :	175.00
173252	3/17/2020	001447	TIME WARNER CABLE	0010037022520	PD-CONTRACT SRVC 2/16-3/15	267.90
					Total :	267.90
173253	3/17/2020	006443	TOTAL EXTERMINATING INC.	43296	PW-MNTHLY SRVC AT CH/PD 3/202	170.00
				43297	PW-MNTHLY SRVC AT CH/PD 3/202	195.00
				43298	PW-MNTHLY SRVC VET PK 3/2020	125.00
				43299	PW-MNTHLY SRVC WATER WELL 3	70.00
				43300	PW-MNTHLY SRVC PWS YARD	50.00
				43301	PW-MNTHLY SRVC AT SIERRA BLD	60.00
				43303	PW-MNTHLY SRVC AT NYC 3/2020	98.00
					Total :	768.00
173254	3/17/2020	004186	TPX COMMUNICATIONS	1270315050	IT DATA COMM 3/2020 #157921	1,956.84
					Total :	1,956.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173255	3/17/2020	009524 TURF STAR INC.	330030200		RCS E TORO DIAGNOSTIC/FIELD C	495.00
					Total :	495.00
173256	3/17/2020	003821 US ARMOR CORPORATION	26764		PD- SAFETY VEST POUCH KIT GAF	167.58
					Total :	167.58
173257	3/17/2020	009744 USA & RAFAEL CLEANERS, RAFAEL RODI 41647			RCS VETERANS PK DRY CLEANING	152.00
					Total :	152.00
173258	3/17/2020	007513 V & V MANUFACTURING INC	50308		PD-PINK POLICE OFC DUTY BADGI	110.00
					Total :	110.00
173259	3/17/2020	006130 VERIZON WIRELESS	9848696760		CD CELL SRVCS 1/20-2/19	161.88
			9849727746		PD-WIRELESS PHONES SRVCS 2/4	2,746.93
					Total :	2,908.81
173260	3/17/2020	009788 VILLALOBOS, MARIA G.	MARCH 2020		RCS AEROBICS MARCH 2020	546.00
					Total :	546.00
173261	3/17/2020	002380 VISION SERVICE PLAN	808907512		FA VISION INS MARCH 20	5,786.97
			808907532		RET VISION INS MARCH20TH	1,582.68
					Total :	7,369.65
173262	3/17/2020	009690 WEX BANK	64283157-030620		FUEL FOR ALL DEPTS 2/7-3/6	23,172.12
					Total :	23,172.12
94 Vouchers for bank code : common					Bank total :	1,110,004.21
TRANSFER	3/12/2020	BANK OF THE WEST	P/R		NET PAYROLL	383,222.47
94 Vouchers in this report					Total vouchers :	1,493,226.68

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173263	3/24/2020	009669 CENTER OF CA, OCCUPATIONAL HEALTH	67211887		PD-BOOKING EXAMS 2/20 & 2/22/20	189.50
					Total :	189.50
173264	3/24/2020	008623 ALAN'S LAWN & GARDEN CENTER	933254		PW-SCOOP SHOVELS ST CREW	72.16
					Total :	72.16
173265	3/24/2020	000150 ANAYA'S SERVICE CENTER	32952		PD-UNIT 269 TINT WINDOWS	200.00
			32953		PD-UNIT #268 OIL CHANGE /WINDC	237.13
			32954		PD- UNIT 234 REPAIR SIREN	90.00
			32955		PD-UNIT 237 REPL PINION/BEARIN	902.30
			32956		PD- UNIT 253 OIL CHANGE	466.55
			32957		PD-UNIT #259 OIL CHANGE,REPL B	378.82
			32958		PD-UNIT 140 REPL RADIATOR/THEI	524.49
			32959		PD-UNIT #258 OIL CHANGE	32.75
					Total :	2,832.04
173266	3/24/2020	008648 ATP FITNESS SERVICES, ROBBY J ALLIS	1444		RCS SENIOR CTR EQUIP	95.00
					Total :	95.00
173267	3/24/2020	000299 BLAUVELT SIGNS, LARRY BLAUVELT	5560		PW-WOODWORTH SIGN	990.00
			5561		PW-INSTALLED WOODWORTH SIG	600.00
					Total :	1,590.00
173268	3/24/2020	000302 BLUE DIAMOND MATERIALS	1766454		PW-CONCRETE/ASPHALT DUMP FI	175.00
			1772054		PW-CONCRETE/ASPHALT DUMP FI	350.00
					Total :	525.00
173269	3/24/2020	000313 BRITE WHITE, ELISEO RODRIGUEZ	24797		PD-UNIT#259 MOUNT & BAL 253,23	45.00
					Total :	45.00
173270	3/24/2020	009391 COMMUNICATIONS ENT., AIRWAVE	12212	04273	PD PURCHASE AND INSTALLATION	36,280.96
					Total :	36,280.96
173271	3/24/2020	007629 CONFIDENCE UST SERVICES, INC	2010404		PW-OPERATOR INSPEC STORAGE	95.00
					Total :	95.00
173272	3/24/2020	007750 CORELOGIC SOLUTIONS,LLC	82011885		CD TITLE REPORTS 2/20	396.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173272	3/24/2020	007750 007750 CORELOGIC SOLUTIONS,LL (Continued)			Total :	396.00
173273	3/24/2020	009312 CRIME SCENE CLEANING, EMERGENCY I T2020-197			PD-UNIT #258 DECONTAMINATION	350.00
					Total :	350.00
173274	3/24/2020	009182 D & S SECURITY LLC	2943810	04335	PD POLICE STATION ACCESS - SEC	4,930.00
					Total :	4,930.00
173275	3/24/2020	002805 DEPARTMENT OF JUSTICE	437070		PD-FINGERPRINT APPS FEB 2020	1,785.00
					Total :	1,785.00
173276	3/24/2020	005907 DEPT OF PUBLIC WORKS, COUNTY OF L PW20030904264			PW-ISNP 1/16-2/14/20	2,141.05
					Total :	2,141.05
173277	3/24/2020	008493 DUNN EDWARDS CORPORATION	2009290397	04332	PW GRAFFITI PAINT & SUPPLIES	1,546.10
					Total :	1,546.10
173278	3/24/2020	008128 ECONOLITE SYSTEMS	29912	04134	PW PREV MAINT JAN 2020	5,162.64
			30032	04134	PW - FURNISH COLBALT CONTROL	6,011.00
			30070	04134	PW PW-ROLLING REPORTS JAN 20	2,849.04
					Total :	14,022.68
173279	3/24/2020	000815 FEDEX	694925482		PD POSTAGE DELIVERY	49.39
			694982426		CD DELIVERY EXPENSES	100.88
					Total :	150.27
173280	3/24/2020	000917 GOLDEN WEST PIPE & SUPPLY	551425		PW-URINAL PW YARD	141.71
					Total :	141.71
173281	3/24/2020	009785 GREENTECH LANDSCAPE INC.	47402	04252	PW CITY WIDE LANSCAPE FEB201	9,328.00
					Total :	9,328.00
173282	3/24/2020	001025 HOME DEPOT	006973/2350292		PW-FDPK SUPPLIES	109.68
			009616/9044749		PW-PD DISPATCH SUPPLIE S	449.20
			2215090		RCS GR SUPPLIES	73.19
			2312399		RCS GR SUPPLIES	323.38
					Total :	955.45
173283	3/24/2020	001034 HUMAN SERVICES ASSOCIATION	022920202	04325	RCS SENIOR MONTHLY MEALS FEI	992.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173283	3/24/2020	001034 001034 HUMAN SERVICES ASSOCI/	(Continued)		Total :	992.50
173284	3/24/2020	007466 INTER-GRAPHICS COMPANY	INV00000016	04337	RCS PRINTING BELL GARDENS TO	7,241.92
					Total :	7,241.92
173285	3/24/2020	008706 KAISER FOUNDATION HEALTH PLAN	031420		PRE-PLACEMENT PHYSICAL	784.00
					Total :	784.00
173286	3/24/2020	008130 KRONOS INCORPORATED	11569882	04310	PD TELESTAFF UPGRADE (KRONO	335.00
					Total :	335.00
173287	3/24/2020	006145 LAN WAN ENTERPRISE, INC.	65776	04108	PD LAN WAN MAINTENANCE I.T. A	4,800.00
					Total :	4,800.00
173288	3/24/2020	009626 LENSLOCK INC.	005100220	04365	PD BODY WORN/IN-CAR CAMERA :	70,788.47
					Total :	70,788.47
173289	3/24/2020	008989 MACIAS-CEJA, OLGA A.	8763		RCS SHELTER DEP REFUND 2/22	50.00
					Total :	50.00
173290	3/24/2020	001395 MANAGED HEALTH NETWORK	PRM050420		FA MHN INS MARCH 2020	280.06
					Total :	280.06
173291	3/24/2020	003123 MENDOZAS LAWNMOWER'S, ROSALINDA	4710		PW-SRVC LAWNMOWER PARKS	76.07
					Total :	76.07
173292	3/24/2020	001576 NATIONWIDE ENVIRONMENTAL SRVCS	30613	04138	PW FUEL SURCHARGE FEB	971.85
			30699	04138	PW ST SWEEPING SRVCS 3/2020	16,120.94
					Total :	17,092.79
173293	3/24/2020	002293 OF SO. CALIF., UNDERGRND SRVC ALER	220200054		PW-UNDERGRND SRVC FEB 2020	56.20
			DSB20190670		PW-CALIF STATE FEE REG COST	35.86
					Total :	92.06
173294	3/24/2020	007840 OZZY'S AUTOMOTIVE INC	17400		RCS ESCAPE MAINT/REPAIRS	496.22
					Total :	496.22
173295	3/24/2020	001697 PARKHOUSE TIRE, INC.	1010724601		PW-TIRES DISPOSAL	169.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173295	3/24/2020	001697 001697 PARKHOUSE TIRE, INC.	(Continued)		Total :	169.50
173296	3/24/2020	006535 PARTY ON RENTALS, MSE INC	U335		RCS YTH CNTR EVENT SUPPLIES	349.00
					Total :	349.00
173297	3/24/2020	000494 PETTY CASH, CITY OF BELL GARDENS	FEB2020		PD-PETTY CAHS REIM FEB 2020	275.15
					Total :	275.15
173298	3/24/2020	006189 PROFORCE LAW ENFORCEMENT	402960		PD-TASERS CARTRIDGES/BATTER	994.83
					Total :	994.83
173299	3/24/2020	009820 PROSEGUR SERVICES GROUP, INC.	608598		RCS SPRT CTR SEC 3/2-8TH	1,093.40
					Total :	1,093.40
173300	3/24/2020	004661 QUILL CORPORATION	5329144 5329213		PD-OFC SUPPLIES DEPT PAPER	350.29
					PD-OFC SUPPLIES RECORDS SUP	139.23
					Total :	489.52
173301	3/24/2020	000186 READYREFRESH BY NESTLE	00c0033108044 00C0033108135		PD- WATER SRVCS 2/11-3/10	35.03
					PD- WATER SRVC 2/11-3/10	35.03
					Total :	70.06
173302	3/24/2020	004643 RESOURCE BUILDING MATERIALS	2787940		PW-SAND GRAFFITI REMOVAL	740.20
					Total :	740.20
173303	3/24/2020	008332 RICARDO EXTERMINATOR	0116214		PW-EXTERMIN SRVC AT PARKVIEW	60.00
					Total :	60.00
173304	3/24/2020	001885 ROADLINE PRODUCTS, INC	15547		PW-TIPS FOR PIANT GUNS	982.76
					Total :	982.76
173305	3/24/2020	008637 ROBERTSON'S READY MIX LTD	650052 655034		PW-CONCRETE AT 5868 WATCHER	903.68
					PW-CONCRETE AT 6631 COLMAR	858.81
					Total :	1,762.49
173306	3/24/2020	004353 ROSE CLEANERS	29083		PD-JAIL UNIFORMS & LINEN CLEAN	90.50
					Total :	90.50
173307	3/24/2020	008786 RUSS BASSETT CORP.	88620	04350	PD DISPATCH CENTER - MONITOR	2,042.44

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173307	3/24/2020	008786 RUSS BASSETT CORP.	(Continued)		Total :	2,042.44
173308	3/24/2020	008861 SHARE CORPORATION	121193		PW- JANITORIAL SUPPLIES	958.02
					Total :	958.02
173309	3/24/2020	002063 SMART & FINAL	013319		RCS SR EVENT SUPPLIES	38.79
			034198		RCS SR EVENT SUPPLIES	212.63
			039866		RCS KK WINTER SUPPLIES	110.14
			040606		RCS NYC MARCH EVENTS	128.46
			042968		RCS SR CTR SUPPLIES	13.13
			053446		RCS GR MARCH SUPPLIE S	93.57
			053447		RCS GR MARCH SUPPLIES	59.25
					Total :	655.97
173310	3/24/2020	008887 SOURCE ONE OFFICE PRODUCTS	CPQEQT54373		CD OFFICE SUPPLIES	-7.53
			CPW04038811		CD OFFICE SUPPLIES	-29.73
			CPWO4289611		CD OFFICE SUPPLIES	-32.43
			OE761691		CD OFFICE SUPPLIES	32.43
			OEQT529591		CD OFFICE SUPPLIES	32.43
			QO456281		CD OFFICE SUPPLIES	149.73
			W0440822		CD OFFICE SUPPLIES	45.17
			WO442221		CD OFFICE SUPPLIES	47.76
					Total :	237.83
173311	3/24/2020	006333 STANDARD INSURANCE COMPANY	031620		FA EXECUTIVE BENEFITS 4/20	634.03
					Total :	634.03
173312	3/24/2020	008781 SUREWAY TRANSPORTATION, PAUL SHAI 6177			RCS YTH EXCURSION 3/8	500.00
					Total :	500.00
173313	3/24/2020	000286 THE BICYCLE CASINO	1319357		RCS SR CTR SUPPLIES	68.82
			1319518		RCS SR CTR SUPPLIES	32.95
			1325326		RCS SR CTR SUPPLIES	52.95
			1325360		RCS STAR SUPPLIES	52.95
					Total :	207.67
173314	3/24/2020	008112 TIFCO INDUSTRIES INC	71533013		PW- ST CREW SUPPLIES	409.32
			71533416		PW-SMALL HARDWARE FACILITY 8	717.54
			71533882		PW-DISPOSABLE RESPIRATORS C	50.26

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173314	3/24/2020	008112 008112 TIFCO INDUSTRIES INC	(Continued)		Total :	1,177.12
173315	3/24/2020	001447 TIME WARNER CABLE	0332442032220		VOIP SRVCS 5856 LUDELL 3/22-4/2	114.98
			0332491031920		VOIP SRVCS 6722 CLARA 3/19-4/18	114.98
					Total :	229.96
173316	3/24/2020	004186 TPX COMMUNICATIONS	1271923840		PW-PHONE LINE FOR BUS PASS M	193.64
			1280441500		IT PHONE SRVC 3/23-4/22	1,550.24
					Total :	1,743.88
173317	3/24/2020	009717 TRENCH PLATE RENTAL CO.	133189	04353	PW 6' X 12' X 1.5' THICK SKID RESI:	2,275.00
					Total :	2,275.00
173318	3/24/2020	006912 UC ADVANTAGE,INC.	7139759		MNTHLY UC MANAGMNT/CONSUL !	393.75
					Total :	393.75
173319	3/24/2020	005879 UNITED SITE SERVICES	1149999964		RCS PORTABLE RESTRMS 3/6-4/2	437.09
					Total :	437.09
173320	3/24/2020	006913 VERIZON BUSINESS	63871266		PD-INTERNET SRVC 3/2020	1,262.07
					Total :	1,262.07
173321	3/24/2020	007548 VERONICA TAM & ASSOC. LLC, VERONIC. 2595		04311	CD CONTRACT SRVCS: HOUSING I	1,650.00
					Total :	1,650.00
173322	3/24/2020	007585 WITHERS & SANDGREN LTD	2921		SPR 2007-044 LANDSCAPE SRVCS	250.00
			2922		SPR 2019-006 LANDSCAPE SRVCS	935.00
					Total :	1,185.00
173323	3/24/2020	009492 XPRESS WASH INC	11747		CD VEH MAINT 2/20	320.00
			11748		RCS DEPT VEH WASH FEB	128.00
					Total :	448.00
173324	3/24/2020	009273 Z ELECTRIC & SON OF CALIF. INC	10145		PW-TROUBLE SHOOT POWER SEF	685.00
			10146		PW-SRVC CALL TRBL SHOOT POW	585.00
					Total :	1,270.00
173325	3/24/2020	003880 ZUMAR INDUSTRIES INC	87578		PW-BRACKETS FOR ST NAMES	616.06

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
173325	3/24/2020	003880	003880 ZUMAR INDUSTRIES INC	(Continued)		
						Total :
						616.06
63 Vouchers for bank code : common						Bank total :
						205,501.31
63 Vouchers in this report						Total vouchers :
						205,501.31

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1436-WIRE	3/26/2020	003359 BANK OF THE WEST	Ben562568		FICA - SOC. SEC.: PAYMENT	68,570.90
					Total :	68,570.90
1437-WIRE	3/26/2020	003358 BANK OF THE WEST	Ben562572		STATE INCOME TAX: PAYMENT	18,901.84
					Total :	18,901.84
1438-WIRE	3/26/2020	001725 CALPERS	Ben562570		PAYROLL 3/26/20	106,833.05
					Total :	106,833.05
1439-WIRE	3/26/2020	009439 MASS MUTUAL	Ben562574		MASS MUTUAL: PAYMENT	24,489.00
					Total :	24,489.00
173326	3/31/2020	008604 ACCOUNT 6746022400, U.S. BANK PARS	Ben562556		PARS: PAYMENT	3,235.69
					Total :	3,235.69
173327	3/31/2020	000060 ADAMSON POLICE PRODUCTS	INV322537		PD-DIVERSONARY DEVICES FOR F	783.74
					Total :	783.74
173328	3/31/2020	008623 ALAN'S LAWN & GARDEN CENTER	935945		PW-RUBBER BUFFERS FOR CHOP	79.76
					Total :	79.76
173329	3/31/2020	000106 ALL CITY MANAGEMENT SERVICES	67448	04132	PW CROSSING GUARD SERVICES	6,274.65
					Total :	6,274.65
173330	3/31/2020	000150 ANAYA'S SERVICE CENTER	32945		PW-SRVC/REPAIR VEH SM1	169.39
					Total :	169.39
173331	3/31/2020	000284 ASSOC., BELL GARDENS POLICE	Ben562562		NON-SWORN POA MEMBER-DUES,	2,253.50
					Total :	2,253.50
173332	3/31/2020	008648 ATP FITNESS SERVICES, ROBBY J ALLIS	1450 1451		RCS TREADMILL MOTOR REPAIR	273.06
					RCS TREADMILL CONSOLE REPAIR	150.00
					Total :	423.06
173333	3/31/2020	000293 BISHOP COMPANY	468872		PW-RAIN GEAR PK CREWS	500.67
					Total :	500.67

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173334	3/31/2020	000299 BLAUVELT SIGNS, LARRY BLAUVELT	5567		PW-WATER WISE SIGNS&STAKES	990.00
					Total :	990.00
173335	3/31/2020	009655 B-LINE INVESTIGATIONS, INC	1110	04364	PD APPLI BACKGROUND INVESTIC	2,950.00
					Total :	2,950.00
173336	3/31/2020	000302 BLUE DIAMOND MATERIALS	176250		PW-CONCRETE ASPHALT DUMP FE	175.00
			1776117		PW-CONCRETE/ASPHALT DUMP FI	100.00
					Total :	275.00
173337	3/31/2020	008114 CALIFORNIA CLEANING SUPPLIES	49015		PW-CUSTODIAL SUPPLIES	207.78
			49029		PW-CUSTODIAL SUPPLIES	820.89
			49058		PW-CUSTOIDAL SUPPLIES	590.21
			49074		PW-CUSTODIAL SUPPLIES	472.78
			49085		PW-CUSTODIAL SUPPLIES	229.92
			49086		PW-CUSTODIAL SUPPLIES	87.48
			49152		PW-CUSTODIAL SUPPLIES	393.98
					Total :	2,803.04
173338	3/31/2020	009115 CARDINAL PAINT AND POWDER	C20000313		PW-CREDIT FROM INV I20001501	-168.20
			I200021501		PW-BLUE SPRAY PAINT PARKS	504.58
			I200022470		PW-BLUE SPRAY PAINT PARKS	171.60
					Total :	507.98
173339	3/31/2020	006083 CEA BG CITY EMPLOYEES	Ben562552		BGCEA: PAYMENT	936.00
					Total :	936.00
173340	3/31/2020	006722 CITY EMPLOYEES ASSOC.	Ben562554		BGPWA DUES: PAYMENT	270.00
					Total :	270.00
173341	3/31/2020	000567 CONTRERAS, MARIE ANGIE	CONF REIM		RCS CONFERENCE REIMBURSEME	123.81
					Total :	123.81
173342	3/31/2020	000580 CORONA, RAYMUNDO	REIM CONFS		RCS CONF REIMBURSEMENTS	71.14
					Total :	71.14
173343	3/31/2020	009312 CRIME SCENE CLEANING, EMERGENCY I T2020200			PD-JAIL CELL #8 DECONTAMINATC	450.00
					Total :	450.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173344	3/31/2020	008098 DIRECTV, INC.	37280067736		RCS GC SRVC 3/19-4/18	103.99
					Total :	103.99
173345	3/31/2020	001978 DISTRICTS OF LA COUNTY, COUNTY SAN 1593A0220			PW-DUMP FEE FOR FEB 2020	2,494.59
					Total :	2,494.59
173346	3/31/2020	008128 ECONOLITE SYSTEMS	30373	04134	PW- FURNISH COLBALT CONTROL	6,011.00
			30389	04134	PW- ROLLING REPORTS FEB 2020	5,891.00
			30484	04134	PW PREV MAINT FEB 2020	5,162.64
					Total :	17,064.64
173347	3/31/2020	009842 E-Z UP DIRECT COM. LLC	AAAQ367686		RCS CANOPY SIDEWALLS	283.39
					Total :	283.39
173348	3/31/2020	000815 FEDEX	695642144		PD- POSTAGE DELIVERY	117.35
					Total :	117.35
173349	3/31/2020	005206 FIESTA COOPERATIVE INC.	200203	04323	PW MEDICAL TAXI SERVICEFEB20	4,601.77
					Total :	4,601.77
173350	3/31/2020	009841 FLORES, MARIA NUNEZ	9508		RCS SHELTER DEP REFUND 3/22	200.00
					Total :	200.00
173351	3/31/2020	000849 FLORES, MIRIAM C.	03212020		CCL AGENDA TRANSL SRVCS 3/9/2	125.00
					Total :	125.00
173352	3/31/2020	009763 FLORES, PRISCILLA AVIGAIL	9507		RCS SHELTER DEP REFUND 3/28	50.00
			9812		RCS SHELTER REFUND 3/28	150.00
					Total :	200.00
173353	3/31/2020	006521 FRANCHISE TAX BOARD	Ben562558		GARNISHMENT: PAYMENT	453.80
					Total :	453.80
173354	3/31/2020	002092 GOLDEN STATE WATER COMPANY	47710200008-031320		PW-6546 EASTERN	63.38
			57710200007-031320		PW-6547 EASTERN	43.78
			92962400005-031120		PW-6863 DARWELL AVE.	205.26
					Total :	312.42

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173355	3/31/2020	000917 GOLDEN WEST PIPE & SUPPLY	551600		PW-PLUMBING SUPPLIES FACILITI	304.81
					Total :	304.81
173356	3/31/2020	009839 GUERRERO, MARIA	31920		RCS DIA DE LOS MUERTOS EVENT	150.00
					Total :	150.00
173357	3/31/2020	008072 HF & H CONSULTANTS, LLC	9717065	04173	PW RESIDENTIAL WASTE FEB MAN	2,102.75
					Total :	2,102.75
173358	3/31/2020	001025 HOME DEPOT	010336/8074816		RCS OFFICE SUPPLIES	74.71
			011590/7544360		PW-FACILITIES SUPPLIES	148.81
			011843/7044974		PW-BGV PARK SUPPLIES	30.07
			011935/7620934		PW-ST CREW SUPPLIES	147.14
			011968/7012778		PW-FACILITIES SUPPLIES	72.77
			012425/6020424		PW-FACILITIES SUPPLIES	103.39
			012535/6020422		PW-TROLLEY SHELTER INSTALL SI	35.07
			017105/1511626		PW-FACILITIES SUPPLIES	44.35
			018400/0020906.		PW- FACILITIES SUPPLIE S	73.26
					Total :	729.57
173359	3/31/2020	006669 HOUSE OF TROPHIES AND AWARDS	21304		RCS FOLKLORICO AWARDS	390.92
					Total :	390.92
173360	3/31/2020	009028 KANSAS STATE BANK	52	04154	VOIP SERVICES LEASE 5/2020	1,900.84
					Total :	1,900.84
173361	3/31/2020	002035 LA COUNTY SHERIFF'S DEPT.	202907BL		PD-PRISONER MAINT MEALS FEB2	472.68
					Total :	472.68
173362	3/31/2020	001218 LACMTA	105547		PW-TAP S/D MNTHLY JAN2020	600.00
					Total :	600.00
173363	3/31/2020	009840 LEARNING- COMPTON, OPPORTUNITIES	6907		RCS DEP REFUND HS SOCCER PR	450.00
					Total :	450.00
173364	3/31/2020	008684 LGP EQUIPMENT RENTALS INC	113874		PW- PROPANE FUEL FORKLIFT	24.00
					Total :	24.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173365	3/31/2020	001293 LIEBERT CASSIDY WHITMORE	1493888		GEN MATTERS THROUGH 2/29/20	1,472.00
					Total :	1,472.00
173366	3/31/2020	007055 LINGLE BROS. COFFEE, INC	L16711		PD-COFFEE SUPPLIES	361.15
					Total :	361.15
173367	3/31/2020	001201 LOS ANGELES COUNTY SHERIFF'S	Ben562566		GARNISHMENT: PAYMENT	100.00
					Total :	100.00
173368	3/31/2020	001441 MC CULLAH FENCE CO., HERB MCCHULL 20200308			PW- REMOVED &REPL HIGH SWIN	820.00
					Total :	820.00
173369	3/31/2020	001474 MIDTOWN PLUMBING, INC.	IN00028956		PW-UNPLUGGED TOILET IN JAIL C	405.20
					Total :	405.20
173370	3/31/2020	001491 MOBILE MINI INC.	9008102083		PD-CONTRACT SRVCS 3/12-4/8/20	77.75
					Total :	77.75
173371	3/31/2020	006744 MTZ GRAPHICS, PETER MARTINEZ	90419		RCS MENS SB CHAMP AWARDS	398.20
					Total :	398.20
173372	3/31/2020	001562 NATIONAL CONSTRUCTION RENTALS	5673130		PD-STRINGER POLE 3/5-4/1	42.16
					Total :	42.16
173373	3/31/2020	001586 NEUTRON INDUSTRIES	901416137		PW-JANITORIAL SUPPLIES	358.78
					Total :	358.78
173374	3/31/2020	007608 OREILLY AUTO PARTS	3849419055		PW-SM TOOLS PWS DEPT	19.25
			3849420804		PW-VEH OIL FORDPK	101.68
			3849421134		PW-TRUCK MIRROR FACILITIES	24.81
			3849422079		PW-VEH SUPPLIES UTILITY CREW	83.15
					Total :	228.89
173375	3/31/2020	008044 PAL PROGRAM	Ben562560		PAL PROGRAM: PAYMENT	385.00
					Total :	385.00
173376	3/31/2020	007292 PARKING CO. OF AMERICA, PCAM,LLC	INV0014995	04139	PW DART SERVICE FEB 2020	19,907.19
			INVM0014996	04139	PW SENIOR BUS DRIVER	2,175.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173376	3/31/2020	007292 PARKING CO. OF AMERICA, PCAM,LLC	(Continued) INVM0014997	04139	PW TROLLEY SRVC FEB 2020	40,655.72
					Total :	62,738.75
173377	3/31/2020	009820 PROSEGUR SERVICES GROUP, INC.	608853		RCS SPRT CTR SEC 3/9-3/15	1,113.28
					Total :	1,113.28
173378	3/31/2020	009425 QUALITY OFFSET PRINTING	26012TAX		FA SUPPLIES ENVELOPES	73.63
					Total :	73.63
173379	3/31/2020	004661 QUILL CORPORATION	5312719		PD-OFFICE SUPPLIES DEPT SUPP	14.43
			5357583		PD-OFFICE SUPPLIES DEPT	95.37
			5512173		PD-OFFICE SUPPLIES REC SUPPLI	54.74
			554427		PD-OFC SUPPLIES RECORD SUPP	142.59
			5544311		PD- OFFICE SUPPLIES DEPT TONE	228.82
					Total :	535.95
173380	3/31/2020	001827 RAYVERN LIGHTING SUPPLY CO.INC	648890		PW-REPL LIGHTS AT GOLF COURS	752.81
			649450		PW-BULBS LIGHTS FACILITIES	376.41
					Total :	1,129.22
173381	3/31/2020	000186 READYREFRESH BY NESTLE	00C0032331100		PW-WATER FILTERING SRVC 2/11-;	76.63
			00C0032672016		RCS FORD PK FRONT OFC SUPPLI	38.31
			00C0032672024		RCS FORD PK FRONT OFC SUPPLI	38.31
			00C0032672032		RCS YTH CNTR SUPPLIES	38.31
			00C0032672057		RCS SENIOR CNRT SUPPLIES	62.39
			00C0032672065		RCS VETERANS PK SUPPLIES	58.01
					Total :	311.96
173382	3/31/2020	009244 RED WING SHOE STORE	20200310019898	04267	HR RED WING VCHR PRGM FEB F	202.93
					Total :	202.93
173383	3/31/2020	005568 ROMAC	187179		PW-PD PROJECT BREAKER	280.50
					Total :	280.50
173384	3/31/2020	004353 ROSE CLEANERS	29278		PD-JAIL UNIFORMS/LINEN CLEANII	45.00
					Total :	45.00
173385	3/31/2020	005515 SCMAF	MEMSILV2027		RCS SCMAF MEMBERSHIP RENEW	310.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173385	3/31/2020	005515 SCMAF	(Continued)		Total :	310.00
173386	3/31/2020	008861 SHARE CORPORATION	122421		PW-JANITORIAL SUPPLIES	334.41
					Total :	334.41
173387	3/31/2020	002063 SMART & FINAL	040958		GC MERCHANDISE FOR RESALE	151.88
					Total :	151.88
173388	3/31/2020	000913 SMITH PAINT	793448		PW-FORD PK PAINT SUPPLIES	72.05
			793879		PW-BGVP PAINT SUPPLIES	168.90
			795142		PW-FDPK PAINT SUPPLIES	596.08
			795928		PW-PARK PAINT SUPPLIES	653.36
			795985	04317	PW GRAFFITI PAINTS & SUPPLIES	2,311.15
			797780		RCS SC PAINT MACHINE REPAIRS	460.67
					Total :	4,262.19
173389	3/31/2020	008887 SOURCE ONE OFFICE PRODUCTS	OEQT564091		FA OFFICE SUPPLIES	30.79
			OE-QT564092		FA OFFICE SUPPLIES	180.40
			OEQT564093		FA OFFICE SUPPLIES	90.20
			PAOEQT5640911		FA OFFICE SUPPLIES	-5.25
			WO44604		CCL COPIER PAPER	202.74
			WO45851		CCL COPIER PAPER	202.74
					Total :	701.62
173390	3/31/2020	002105 SPARKLETTS	4513853032120		FA WATER SRVCS 2/27-3/18	224.59
			9232598032120		CD WATER SRVC MARCH 2020	141.15
					Total :	365.74
173391	3/31/2020	002854 STAPLES ADVANTAGE	3440637667		RCS OFFICE SUPPLIES	31.85
			3440637673		RCS OFFICE SUPPLIES	230.29
			3440637675		RCS OFFICE SUPPLIES	12.58
			3440637678		RCS OFFICE SUPPLIES	217.29
					Total :	492.01
173392	3/31/2020	000594 STATE DISBURSEMENT UNIT	Ben562564		GARNISHMENT: PAYMENT	206.84
					Total :	206.84
173393	3/31/2020	007554 STEAMX,LLC, MIKE J. MANCE	55417		PW-PRESSURE WASHER REPAIR	874.64
			55440		PW-PRESSURE WASHER REPAIR I	931.03

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173393	3/31/2020	007554 STEAMX,LLC, MIKE J. MANCE	(Continued) 55475		PW-PRESSURE WASHER REPAIR	993.15
					Total :	2,798.82
173394	3/31/2020	009843 SUGAR FOODS	4140		RCS DEP REFUND 10/26/20	750.00
					Total :	750.00
173395	3/31/2020	002169 SUPER A FOODS	AAAQ367686		RCS EVENT SUPPLIES	31.25
					Total :	31.25
173396	3/31/2020	000842 THE FLAG SHOP	19800-031020		PW-FLAGS PARKS	279.19
					Total :	279.19
173397	3/31/2020	008112 TIFCO INDUSTRIES INC	71533616 71536185		PW-ST CREW SUPPLIES	621.77
					PW-ST CREW SUPPLIES	65.57
					Total :	687.34
173398	3/31/2020	001447 TIME WARNER CABLE	0179728032120		RCS SENIOR MNTHLY SRVC 3/21-4	84.68
					Total :	84.68
173399	3/31/2020	002262 TRIANGLE SPORTS, INC	4140		RCS SC SR SOCCER 60 CHAMPS A	700.80
					Total :	700.80
173400	3/31/2020	009744 USA & RAFAEL CLEANERS, RAFAEL RODI 54736			RCS VETERANS PK DRY CLEANING	120.00
					Total :	120.00
173401	3/31/2020	006130 VERIZON WIRELESS	9850792801		RCS CELL SRVC 2/20-3/19	213.84
					Total :	213.84
80 Vouchers for bank code : common						Bank total : 358,545.70
TRANSFER	3/26/2020	BANK OF THE WEST	P/R		NET PAYROLL	390,706.36
80 Vouchers in this report						Total vouchers : 749,252.06

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173402	4/7/2020	007599 4IMPRINT, INC	197098361	04367	CM CENSUS PROMOTIONAL ITEMS	17,185.92
			8228061	04368	CM CENSUS PROMOTIONAL ITEMS	1,283.50
					Total :	18,469.42
173403	4/7/2020	000046 ACCURATE SECURITY, JOHN COSBY	20440		PW-REPAIR 4 BULLETIN BOARDS (102.50
			20453		PW-REPAIR LOCK AT CITY ATTY	102.50
			20473		PW-INSTALL DEADBOLT LOCK FDP	154.90
			20494		PW- CITY HALL KEYS	156.77
			20497		PW-REPL LOCK AT PD	313.40
					Total :	830.07
173404	4/7/2020	000148 AMTECH ELEVATOR SERVICES	DVA06901S420		PD-ELEVATOR MAINT 4/2020	196.77
			DVA09875K420		PW-MNTHLY SRVCS APRIL 2020	190.48
					Total :	387.25
173405	4/7/2020	000150 ANAYA'S SERVICE CENTER	32942		CD VEH REPAIR CE UNIT 24	37.12
					Total :	37.12
173406	4/7/2020	004785 BEST BEST & KRIEGER	872547		BB&K PROF SRVCS RENDERED	12,817.02
					Total :	12,817.02
173407	4/7/2020	008453 BLACK & WHITE EMERGENCY VEH	3436		PD-UNIT #256 REPAIR OF Z3 CONT	160.00
					Total :	160.00
173408	4/7/2020	000299 BLAUVELT SIGNS, LARRY BLAUVELT	5583		W-CITY LOGO & GRAPHICS INSTAL	950.00
			5584		PW-SET UP DESIGN/ART FILE SEN	300.00
					Total :	1,250.00
173409	4/7/2020	000313 BRITE WHITE, ELISEO RODRIGUEZ	S115108757001		PW-FLAT REPAIR VEH UC13	15.00
					Total :	15.00
173410	4/7/2020	008405 CATANI, RUBEN	000084362		PD- REIM FOR ID DOG BAS	84.99
					Total :	84.99
173411	4/7/2020	000452 CENTRAL BASIN MWD	BGFEB20		PW-MNTHLY WATER SRVC FEB202	1,995.09
					Total :	1,995.09

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173412	4/7/2020	009123 COMPLETE OFFICE OF CALIF. INC.	24380930		PW-JANITORIAL SUPPLIES	238.09
					Total :	238.09
173413	4/7/2020	004807 DAPEER,ROSENBLIT & LITVAK	16977		CD LEGAL MUNI CODE 2/2020	1,182.80
			16978		PD- LEGAL 2/2020	656.20
					Total :	1,839.00
173414	4/7/2020	006056 DASH MEDICAL GLOVES	INV1189052		PD-GERMICIDAL DISPOSABLE WIP	81.74
			INV1189738		PD-PRISONER MAINT GLOVES -PA	78.73
					Total :	160.47
173415	4/7/2020	003917 DIAL COMMUNICATIONS	50411		PW-AIRTIME MT WILSON MCS MAF	171.00
					Total :	171.00
173416	4/7/2020	008668 DIAMOND CLEANING SERVICES, DORA G	BGA009		PD-OFC DETAIL CLEANING	160.00
			BGA010		PD-OFFICE DETAIL CLEANING	440.00
			BGA011		PD-OFFICE DETAIL CLEANING	160.00
			BGA012		PD-OFFICE DETAIL CLEANING	160.00
			BGA013		PD OFFICE DETAIL CLEANING	160.00
					Total :	1,080.00
173417	4/7/2020	008881 EVENAS DESIGN	4627		RCS BUSINESS CARDS D. ORTIZ	37.50
					Total :	37.50
173418	4/7/2020	000815 FEDEX	696353254		PW- DELIVERY EXPENSES	45.58
			697063530		FA DELIVERY EXPENSES	28.78
					Total :	74.36
173419	4/7/2020	002092 GOLDEN STATE WATER COMPANY	06542100000-032020		PW-6640 MARLOW	315.05
			40584200006-031920		PW-8323 GARFIELD AVE.	71.98
			50552100005-031720		PW-5978 GALLANT ST IRRIG	214.89
			58731400006-031620		PW-7901 EASTERN MEDIAN IRRIG	203.85
			84655100000-031620		PW-5619 CLARA ST IRRIG	266.92
					Total :	1,072.69
173420	4/7/2020	009785 GREENTECH LANDSCAPE INC.	47572	04252	PW CITY WIDE LANSCAPE	9,328.00
					Total :	9,328.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173421	4/7/2020	002701 HINDERLITER DE LLAMAS & ASSOC.	0033449IN	04219	FA AUDIT SRVCS - SALES TAX	4,478.38
					Total :	4,478.38
173422	4/7/2020	001025 HOME DEPOT	017641/1230290		RCS SUPPLIES	49.37
			017667/1230289		RCS FACILITY SUPPLIES	192.90
			019624/9020969		PW-FDPK SUPPLIES	469.45
			023579/5041032		PW- BGVP SUPPLIES	11.52
			025213/3083104		PW-FDPK SUPPLIES	79.07
			025673/3512207		PW-SM PARKS SUPPLIES	52.73
			026079/2080316		PW-SM TOOLS BGVP PK SUPPLIE	73.43
			026882/2070109		PW-ST CREW SUPPLIES	165.54
			031751/7512623		PW-UTILITY CREW SUPPLIES	220.98
					Total :	1,314.99
173423	4/7/2020	005177 INFRASTRUCTURE ENGINEERS	24950	04340	PW VETERANS PARK FENCE PRO.	279.50
			24951	04217	PW FDPK LANDSCAPE MAINTENANC	760.00
					Total :	1,039.50
173424	4/7/2020	009373 INTERNATIONAL, THE COUNSELING TEA	75771		PD-PSYCHOLOGICAL CONTRACT S	1,000.00
					Total :	1,000.00
173425	4/7/2020	009579 J THAYER COMPANY LLC	14440930		PW- OFC SUPPLIES	195.46
					Total :	195.46
173426	4/7/2020	008569 JCL TRAFFIC	104132		PW-HSA RESTRICTED PKING CH	93.40
					Total :	93.40
173427	4/7/2020	001153 JPM GLASS CO., JOSE P. MENDOZA	47504		PW-REPL GLASS DOOR BGVP	369.95
					Total :	369.95
173428	4/7/2020	006145 LAN WAN ENTERPRISE, INC.	65372		EDEN SERVER UPGRADE 6	720.00
			65597		COMPUTER MONITORS	940.17
			65821	04108	PD MAINT 3/16-3/19/20	4,800.00
					Total :	6,460.17
173429	4/7/2020	006811 MATT CHLOR INC.	23737		PW-2/27 BULK CHLORINE WATER \	432.05
					Total :	432.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173430	4/7/2020	001474 MIDTOWN PLUMBING, INC.	IN00028793		PW-UNPLUGGED FLOOR DRAIN PI	91.04
			IN0028797		PW-MENS URNIAL FIXED AT BGVP	128.54
					Total :	219.58
173431	4/7/2020	001491 MOBILE MINI INC.	9008131945		PD-CONTRACT SRVCS 3/18-4/14	185.93
					Total :	185.93
173432	4/7/2020	009845 NEVAREZ-SOTO, STEVE	9420		RCS SHELTER REFUND	850.00
					Total :	850.00
173433	4/7/2020	007608 OREILLY AUTO PARTS	3849422211		PW-ST SUPPLIES ST CREW	10.94
					Total :	10.94
173434	4/7/2020	001697 PARKHOUSE TIRE, INC.	1010721102		PW-TIRES DISPOSAL	92.00
					Total :	92.00
173435	4/7/2020	009820 PROSEGUR SERVICES GROUP, INC.	609130		RCS SPRT CTR SEC 3/16-3/22	1,113.28
					Total :	1,113.28
173436	4/7/2020	009049 RAMIREZ-MARIN, ELVIRA	9412		RCS SHELTER DEP REFUND 4/19	225.00
					Total :	225.00
173437	4/7/2020	001827 RAYVERN LIGHTING SUPPLY CO.INC	649770		PW-LIGHTS GC	752.81
			649920		PW-BULB LIGHTS CH&FDPK	360.40
			649930		PW-LIGHTS CITY HALL	115.85
					Total :	1,229.06
173438	4/7/2020	000186 READYREFRESH BY NESTLE	00C0022262984		PD-WATER SRVC 2/21-3/20/20	63.65
					Total :	63.65
173439	4/7/2020	008332 RICARDO EXTERMINATOR	0116734		PW-EXTERMINATOR SRVC AT PKVI	60.00
					Total :	60.00
173440	4/7/2020	004353 ROSE CLEANERS	29322		PD-JAIL UNIFORMS & LINEN CLEANI	49.50
			29385		PD-JAIL UNIFORMS/LINEN CLEANII	35.00
					Total :	84.50
173441	4/7/2020	005465 RPW SERVICES INC.	18900		PW- INSPEC & TREAT GOPHERS G	420.00

04/07/2020 5:26:38PM

Voucher List
CITY OF BELL GARDENS

Page: 5

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173441	4/7/2020	005465 005465 RPW SERVICES INC.	(Continued)		Total :	420.00
173442	4/7/2020	007642 SKYLINE SAFETY & SUPPLY, PATRICIA SC	5371		PW-DEFEND AIR MASK PARKS	758.74
			5398		PW-CITY VEST/CITY EMPLOYEES	504.87
			5405		PW-AIR BANDIT FILTERED BANDAI	657.29
					Total :	1,920.90
173443	4/7/2020	002088 SOCALGAS	03560611000-033020		PW-8327 GARFIELD AVE.	87.20
			06477094269-032620		PW-8000 PARK LANE	98.39
			11300697007-032620		PW-8000 PARK LANE	54.71
			12560694098-032620		PW-7840 SCOUT AVE.	104.94
					Total :	345.24
173444	4/7/2020	009465 SONSRAY MACHINERY	WO877603	04345	PW EMERGENCY REPAIR - TRACTI	7,071.06
					Total :	7,071.06
173445	4/7/2020	002087 SOUTHERN CALIFORNIA EDISON	2234882413-032720		PW-6515 SCOUT AVE PED	22.23
			2237557804-032120		PW-6208 LOVELAND ST	65.14
			2242996247-032620		PW-7100 GARFIEL AVE TPP2	124.42
					Total :	211.79
173446	4/7/2020	007554 STEAMX,LLC, MIKE J. MANCE	55476		PW-FULL SRVC/PRESSURE WASHI	751.11
			55477		PW-LEAKS REPAIR/PRESSURE WA	997.38
					Total :	1,748.49
173447	4/7/2020	008112 TIFCO INDUSTRIES INC	71538417		PW-WIRE CADDY BLUE FACILITES	97.04
					Total :	97.04
173448	4/7/2020	005879 UNITED SITE SERVICES	11410071576		PW-SEWAGE TANK SRVCS 3/19-4/	529.23
					Total :	529.23
173449	4/7/2020	001747 UNITED STATES POSTAL SERVICE	SUMMER 2020		RCS BG TODAY SUMMER POSTAGI	2,000.00
					Total :	2,000.00
173450	4/7/2020	009220 VALLEY ALARM	934634		PW- BURGLAR ALARM @FDPK	99.00
					Total :	99.00
173451	4/7/2020	006130 VERIZON WIRELESS	9850792799		CM DATA COMM 2/20-3/19	152.17
			9851142592		PW-MNTHLY SRVC 2/24-3/23	857.11

04/07/2020 5:26:38PM

Voucher List
CITY OF BELL GARDENS

Page: 6

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173451	4/7/2020	006130 006130 VERIZON WIRELESS	(Continued)		Total :	1,009.28
173452	4/7/2020	009585 VULCAN MATERIALS COMPANY, CALMAT	032720		PW-ASPHALT AT FLOR AVE TOLER	446.50
					Total :	446.50
173453	4/7/2020	009844 WALTERS WHOLESALERS ELECTRIC CO	S115108757001		PW BALLAST SHORTING CAPS SIG	435.26
					Total :	435.26
173454	4/7/2020	008873 WINZER CORPORATION	6585262		PW-SHELTERS SUPPLIERS/UTILIT	429.37
					Total :	429.37
173455	4/7/2020	009492 XPRESS WASH INC	11746	04260	PD CAR WASH SRVC FEB2020	2,368.00
					Total :	2,368.00
54 Vouchers for bank code : common						Bank total : 88,696.07
54 Vouchers in this report						Total vouchers : 88,696.07



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 3.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, City Manager
BY:	Jane Halstead, City Clerk
SUBJECT:	APPROVE MINUTES OF THE APRIL 9, 2020 CITY COUNCIL SPECIAL MEETING
DATE:	April 27, 2020

RECOMMENDATION:

It is staff's recommendation that the City Council approve the attached minutes.

BACKGROUND/DISCUSSION:

Every City Council Meeting, the City Clerk summarizes the actions and comments made by the City Council.

CONCLUSION:

If approved, the minutes of the April 9, 2020 Special City Council Meeting will be archived in the City Clerk's Office.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit 1 - Minutes of April 9, 2020

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

Due to Executive Order N-25-20 Members of the Council may Teleconference into the meeting.



**CITY OF BELL GARDENS
CITY COUNCIL SPECIAL MEETING
THURSDAY, APRIL 9, 2020
12:30 P.M.
Minutes**

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (superseding the Brown Act-related provisions of Executive Order N-25-20 issued on March 12, 2020), which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electrically to all members of the public seeking to observe and to address the local legislative body. Pursuant to Executive Order N-29-20, please be advised that member of the Bell Gardens City Council will participate in meeting telephonically. The public may view the meeting online. The Council Chamber is closed to the public at this time.

ACCESSIBILITY: If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, in order to observe and/or offer public comment may request such reasonable modification, accommodation, aid, or service by contacting Jane Halstead, City Clerk by telephone at 562-806-7705 or via email to CityClerkDesk@bellgardens.org no later than (1) hour before the scheduled meeting.

CALL TO ORDER - Mayor Cortez called the Special Meeting to order at 12:38 p.m.

INVOCATION

PLEDGE OF ALLEGIANCE - Pledge of Allegiance was led by Chief of Police, Scott Fairfield.

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Council Members Aceituno, Barcena; Mayor Pro Tem Flores; Mayor Cortez. All members participated via teleconference. Mayor Cortez was present in the Council Chambers.

Absent: None

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

Mayor Cortez read letters from nine individuals by electronic submission and called one individual for public comments. The individuals who commented are as follows:

Laura Cortez made comments on the Covid-19 pandemic, as well as rent and mortgage forgiveness.

Juan Marin commented on the pandemic effecting his business in Bell Gardens and his support for the Urgency Ordinance Eviction Moratorium.

Dilia Ortega commented on supporting the Urgency Ordinance Eviction Moratorium.

Michelle Ceballos commented on her support for the Urgency Ordinance.

Mr. Ayan commented on rent and mortgage forgiveness.

Jessica Prieto made comments on the statistics of the City of Bell Gardens and the Urgency Ordinance Eviction Moratorium.

Jasmine Gonzalez commented on rent and mortgage forgiveness.

Xugo Lujan Jr. made comments on the Southeast communities as well as rent and mortgage forgiveness.

Jashin Liberto commented on Eviction Moratorium not being enough and having access to quality resources.

Sandra Garcia, who provided comments telephonically, commented on the Covid-19 pandemic and it effecting the residents of this community.

All comments not pertaining to Agenda items were scheduled to be read at following City Council Regular Meeting on April 13, 2020.

DISCUSSION

1. URGENCY ORDINANCE ESTABLISHING AN EVICTION MORATORIUM FOR COMMERCIAL BUSINESSES

A discussion to consider and approve an urgency moratorium ordinance on evictions for the non-payment of rent due to the COVID-19 crisis, which provides coverage to affected commercial tenancies and establishes a back-rent repayment period.

Recommendation:

It is staff's recommendation that the City Council approve the Urgency Moratorium Ordinance by a 4/5 votes.

City Manager, Michael B O'Kelly introduced the item. He stated that questions relating to late fees or penalties had surfaced and furthermore recommended City Council approve the urgency ordinance with the addition to include explicit language for the prohibition of late fees and penalties for rent that is due during the moratorium period.

A motion was made by Mayor Cortez, and seconded by Mayor Pro Tem Flores, to approve the Urgency Moratorium Ordinance with changes to include language prohibiting late fees and penalties for rent that is due during the moratorium period.

The motion carried 4-0 with the following vote.

Special City Council Meeting
Minutes

AYES: Council Members Aceituno, Barcena; Mayor Pro Tem Flores, Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: None

CITY COUNCIL MEMBER COMMENTS

Council Member Aceituno – Commented on wishing everyone safety during this pandemic.

Council Member Barcena – Commented on wishing everyone safety during this pandemic and thanked everyone on front lines.

Mayor Pro Tem Flores – Commented on how the City of Bell Gardens is doing its best and following all safety measures.

Mayor Cortez – Commented on staff working long hours and thanked all departments for their dedication and hard work during this difficult time.

ADJOURNMENT - There being no further business the meeting was adjourned at 1:07 p.m.

Jane Halstead
City Clerk



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 4.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, City Manager
BY:	Jane Halstead, City Clerk
SUBJECT:	APPROVE MINUTES OF THE APRIL 13, 2020 CITY COUNCIL REGULAR MEETING
DATE:	April 27, 2020

RECOMMENDATION:

It is staff's recommendation that the City Council approve the attached minutes.

BACKGROUND/DISCUSSION:

Every City Council Meeting, the City Clerk summarizes the actions and comments made by the City Council.

CONCLUSION:

If approved, the minutes of the April 13, 2020 Closed Session and Regular City Council Meeting will be archived in the City Clerk's Office.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit - Minutes of April 13, 2020

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

Due to Executive Order N-25-20 Members of the Council may Teleconference into this meeting



**CITY OF BELL GARDENS
CITY COUNCIL
REGULAR MEETING – CLOSED SESSION
MONDAY, APRIL 13, 2020 5:00 P.M.
MINUTES**

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (superseding the Brown Act-related provisions of Executive Order N-25-20 issued on March 12, 2020), which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electrically to all members of the public seeking to observe and to address the local legislative body. Pursuant to Executive Order N-29-20, please be advised that member of the Bell Gardens City Council will participate in meeting telephonically. The public may view the meeting online. The Council Chamber is closed to the public at this time.

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CALL TO ORDER – Mayor Cortez called the meeting to order at 5:15 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Council Members Aceituno, Barcena; Mayor Pro Tem Flores; Mayor Cortez All members participated via teleconference. Mayor Cortez was present in the Council Chambers.

Absent: None

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

Mayor Cortez opened the public comment period. There were no speakers. Mayor Cortez closed the public comment period and asked City Attorney Rick R. Olivarez to announce

the Closed Session items. City Attorney Rick R. Olivarez announced that all members were present and would recess to discuss Items No. 1 and 2. The Council then recessed (see page 2 of the City Council minutes for report on Closed Session) at 5:15 p.m. to discuss the following matters:

CLOSED SESSION: (Items No. 1-2)

1. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6.

City-designated representative: Michael B. O'Kelly, City Manager; Will Kaholokula, Director of Finance and Administrative Services

Employee Organization: City Employees Association, Public Works Employees Association, Police Officers Association, Public Works Supervisors Association, and Police Management Association

2. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(4)

Discussion Regarding Initiation of Litigation

Closed Session adjourned at 5:50 p.m.



**CITY OF BELL GARDENS
CITY COUNCIL
REGULAR MEETING
MONDAY, APRIL 13, 2020, 6:00 P.M.
MINUTES**

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (superseding the Brown Act-related provisions of Executive Order N-25-20 issued on March 12, 2020), which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electrically to all members of the public seeking to observe and to address the local legislative body. Pursuant to Executive Order N-29-20, please be advised that member of the Bell Gardens City Council will participate in meeting telephonically. The public may view the meeting online. The Council Chamber is closed to the public at this time.

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CALL TO ORDER – Mayor Cortez called the meeting to order at 6:32 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Council Members Aceituno, Barcena; Mayor Pro Tem Flores; Mayor Cortez All members participated via teleconference. Mayor Cortez was present in the Council Chambers.

Absent: None

CLOSED SESSION REPORT

City Attorney Rick R. Olivarez stated that the City Council met in closed session to discuss Items No. 1-2 as posted on the closed session agenda. He stated that with respect to Items No. 1-2 the City Council received briefing from staff, no direction was given and no final action was taken.

PUBLIC HEARING (ITEMS NO. 1- 2)

1. CITY OF BELL GARDENS COMMERCIAL REHABILITATION PROGRAM POLICIES AND PROCEDURES

Approval of Commercial Rehabilitation Program Policies and Procedures to provide financial assistance to commercial property owners within blighted areas in need of renovation.

Recommendation:

It is staff's recommendation that the City Council approve The City of Bell Gardens Commercial Rehabilitation Program Policies and Procedures funded by the Community Development Block Grant (CDBG) by adopting the attached Resolution.

Mayor Cortez requested the item be moved to a future meeting.

A motion was made by Mayor Cortez, and seconded by Council Member Barcena, to move Item No. 1 to a future meeting.

The motion carried 4-0 with the following vote.

AYES: Council Members Aceituno, Barcena; Mayor Pro Tem Flores, Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: None

2. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FY 2020-2021

Approval of Community Development Block Grant Program 2020-2021 Fiscal Year Budget upon consideration of public testimony and discussion.

Recommendation:

It is staff's recommendation that the City Council conduct a public hearing on the proposed budget for the Community Development Block Grant Program 2020-2021 Fiscal Year, and upon consideration of public testimony and discussion of relevant issues, approve the proposed budget by adopting the attached Resolution.

City Manager, Michael O'Kelly introduced the item. Mr. O'Kelly stated that the item had been approved by the City Council on February 10, 2020. This item and was brought back a second time for approval in order to be in compliance with the Community Development Block Grant Program. He stated this item was approved prior to the COVID-19 for a \$200,000 Commercial Rehabilitation Program which may be brought back to Council to potentially reallocate monies to benefit the commercial sector during the COVID crisis.

Mayor Cortez opened public comment at 6:37 p.m.

No comments were made.

Mayor Cortez closed public comment at 6:37 p.m.

Mayor Cortez opened the floor for Council Member comments

No comments were made.

Mayor Cortez closed Council Member Comments.

A motion was made by Mayor Cortez, and seconded by Council Member Barcena, to approve the proposed budget by adopting Resolution No. 2020-24.

The motion carried 4-0 with the following vote.

AYES: Council Members Aceituno, Barcena; Mayor Pro Tem Flores, Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: None

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

None.

CITY MANAGER'S REPORT

City Manager, Michael O'Kelly commended staff for their additional effort during the COVID-19 crisis.

CONSENT CALENDAR (Items No. 3-13)

A motion was made by Mayor Cortez, and seconded by Mayor Pro Tem Flores, to approve Items No. 1-7 and 10-13 on consent calendar. Mayor Pro Tem Flores abstained from Consent Calendar Items No. 8 and 9.

The motion carried 4-0 with the following vote.

AYES: Council Members Aceituno, Barcena; Mayor Pro Tem Flores, Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: None

3. GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934

In order to expedite the conduct of business at City Council meetings,

California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

Recommendation:

It is staff recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

4. WARRANT REGISTERS AND WIRE TRANSFERS

In approving the action of receiving and filing the warrant registers, the official minutes of the Bell Gardens City Council should state that each individual member of the City Council is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same council member, or pays for any costs or expenses, or otherwise benefits the same named council member. Each council member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named council member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

Recommendation:

It is staff recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 02/25/20, 02/27/20, and 03/03/20.

5. FEBRUARY 2020 TREASURER'S REPORT

The Treasurer's Report is a list of cash and investments for the month.

Recommendation:

It is staff recommendation that the City Council receive, approve, and file the February 2020 Treasurer's Report.

6. CLAIM REJECTION

Claims were filed with the City. Staff directed the claims to the City's general liability claims administrator Carl Warren & Company for processing, review, and investigation. Following the investigation, Carl Warren & Company and City staff determined that the City is not liable for the claims.

Recommendation:

It is staff recommendation that the City Council reject the following claims and the claimants and/or their representatives be notified:

- Krystal Zapata v. City of Bell Gardens (DOE 12/25/2019; DOR 01/2/2020)
- Lococo v. City of Bell Gardens (DOE 12/29/2019; DOR 12/30/2019)

The City's general liability claims administrator, Carl Warren & Company, recommends that these claims be rejected. The claimants, subject to certain

exceptions, shall have up to six (6) months to file a court action subsequent to the City Council's rejection.

7. **APPROVE MINUTES OF THE MARCH 9, 2020 CITY COUNCIL REGULAR MEETING**

March 9, 2020 - Closed Session and Regular City Council Meeting Minutes

Recommendation:

It is staff recommendation that the City Council approve the attached minutes.

8. **APPROVE MINUTES OF THE MARCH 17, 2020 SPECIAL MEETING**

March 17, 2020 - Special City Council Meeting Minutes

Recommendation:

It is staff recommendation that the City Council approve the attached minutes.

Mayor Pro Tem Flores abstained from Consent Calendar Items No. 8.

The motion carried 3-0 with the following vote.

AYES: Council Members Aceituno, Barcena; Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: Mayor Pro Tem Flores

9. **APPROVE MINUTES OF THE MARCH 20, 2020 EMERGENCY CITY COUNCIL MEETING**

March 20, 2020 - Emergency City Council Meeting Minutes

Recommendation:

It is staff recommendation that the City Council approve the attached minutes.

Mayor Pro Tem Flores abstained from Consent Calendar Items No. 9.

The motion carried 3-0 with the following vote.

AYES: Council Members Aceituno, Barcena; Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: Mayor Pro Tem Flores

10. **APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO SOLICIT BIDS FOR THE GARFIELD AVENUE AT MULLER STREET**

TRAFFIC SIGNAL PROJECT

The City's Capital Improvement Program includes Prop C funds and Gas Tax funds for the Garfield Avenue at Muller Street Traffic Signal Project. The project scope of work consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract documents to construct a fully operational traffic signal at the intersection of Garfield Avenue and Muller Street. Once City Council approves plans and specifications for this project, staff will advertise the Notice Inviting Bids.

Recommendation:

It is staff's recommendation that the City Council by motion;

1. Approve the plans and specification for the Garfield Avenue at Muller Street Traffic Signal Project (CIP# 3885); and
2. Authorize staff to solicit bids.

11. LOS ANGELES COUNTY FLOOD CONTROL DISTRICT USE AND MAINTENANCE AGREEMENT FOR THE CONSTRUCTION OF THE JOHN ANSON FORD PARK INFILTRATION CISTERN PROJECT

On November 10, 2019 the City awarded the John Anson Ford Park Infiltration Cistern Project to Zusser Company. The project is to capture trash, nutrients, heavy metals, bacteria, reduce toxicity from the watershed by installing storm water and dry weather flow diversion, pre-treatment, retention and infiltration facility that will capture and infiltrate water diverted from the regional storm drain system prior to it reaching the Rio Hondo Channel. Construction of project requires the modification of LA County Flood Control District Storm Drain No. 539. Line A Station 2-40.79. The City applied for a permit to modify and construct a diversion structure to this storm drain and as part of the permit the City needs to enter into the Use and Maintenance Agreement with the Los Angeles County Flood Control District.

Recommendation:

It is staff's recommendation that the City Council by motion;

1. Adopt the attached Resolution approving a Use and Maintenance Agreement with the Los Angeles County Flood Control District for the Construction of the John Anson Ford Park Infiltration Cistern Project; and
2. Authorize staff to execute the agreement.

12. RESOLUTION DESIGNATING AUTHORIZED AGENTS OF THE CITY OF BELL GARDENS FOR CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) PUBLIC ASSISTANCE GRANTS

Cal OES requires a Designation of Sub-recipient's Agent Resolution for Non-State Agencies to be on file for the purpose of obtaining certain federal

financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

A new Designation of Applicant's Agent Resolution for Non-State Agencies is required if the previously submitted document is older than three (3) years from the last date of approval or if changes are required to the name and/or title of authorized agents. The attached resolution designates the City Manager, the Director of Finance & Administrative Services and Senior Management Analyst as authorized agents for the City of Bell Gardens.

Recommendation:

It is staff's recommendation that the City Council adopt the California Governor's Office of Emergency Services (Cal OES) Resolution designating the City Manager, the Director of Finance & Administrative Services and the Senior Management Analyst as authorized agents to execute applications on behalf of the City of Bell Gardens for the purpose of obtaining post-disaster public assistance grants from Cal OES and FEMA.

13. APPROVAL OF AGREEMENT WITH HERK EDWARDS, INC. FOR THE PURCHASE OF BLEACHERS; AND AUTHORIZE THE USE OF MEASURE A GRANT FUNDING

The basketball gymnasium is the most heavily utilized indoor facilities, which is used on a daily basis. The City conducts athletic events, tournaments, community meetings, and award ceremonies in this facility which currently lacks the appropriate seating amenities. Staff is proposing to purchase two (2) banks of bleachers which would provide adequate seating for all events.

Recommendation:

It is staff's recommendation that the City Council by motion:

1. Approve an agreement between the City and Herk Edwards, Inc. for the purchase of bleachers; and
2. Use Los Angeles County Measure A grantfunding

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

Salvador Rojas provided comments telephonically. Mr. Rojas commented on the eviction moratorium from the property management prospective.

Doris Serrano provided comments telephonically. Ms. Serrano commented on her concern with the Quality Inn COVID-19 patient placement.

Mayor Cortez read four emails that were received by the City Clerk. The individuals that submitted emails were:

Laura Cortez commented on the commercial eviction moratorium; isolation, testing and ICE.

Susana Bizarro commented on ICE.

Jessica Prieto commented on community stability; COVID-19 health; Testing Centers and ICE

Sandra Garcia commented on State of Emergency for the COVID-19 pandemic and ICE.

CITY COUNCIL MEMBER COMMENTS

Council Member Aceituno thanked staff and all those involved working to address concerns; wished everyone to stay safe.

Council Member Barcena thanked staff for working hard; thanked the residents for forwarding their concerns; has spoken with City Manager and Police Chief regarding ICE situation

Mayor Pro Tem Flores thanked the callers; appreciates donation to City; thanked Detective Patrick Jimenez; also commented on the notification of the information regarding the Quality Inn; and inquired if the County had provided funding. She also inquired about having an officer at the location to ensure patients were coming in and out of the facilities. She asked for support from her colleagues and was supported by the Mayor Cortez and Council Member Barcena.

City Manager, Michael O'Kelly stated that the City was notified indirectly the day of the opening of the Quality Inn Center and the County did not provide funds other than equipment for the police department in case it was needed.

Mayor Pro Tem Flores inquired about the location of the distribution of meals. She had concerns with the location.

Recreation and Community Services Director Rozanne Adanto responded that another site could be found.

Chief Scott Fairfield stated that police officers could be placed in the same location so the area could provide security and would not need to be moved.

Mayor Pro Tem Flores thanked the staff, residents and colleagues; she also inquired about social distancing in stores.

Mayor Cortez thanked staff and residents. She stated that the City Council is here to keep the City safe. She also stated she went to the center to ask questions.

ADJOURNMENT – Mayor Cortez adjourned the City Council meeting at 7:18 p.m.

Jane Halstead
City Clerk



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 5.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, City Manager
BY:	Jane Halstead, City Clerk
SUBJECT:	APPROVE MINUTES OF THE APRIL 22, 2020 SPECIAL MEETING - CLOSED SESSION
DATE:	April 27, 2020

RECOMMENDATION:

It is staff recommendation that the City Council approve the attached minutes.

BACKGROUND/DISCUSSION:

Every City Council Meeting, the City Clerk summarizes the actions and comments made by the City Council.

CONCLUSION:

If approved, the minutes of the April 22, 2020 Special Meeting - Closed Session Minutes will be archived in the City Clerk's Office.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit 1 - Minutes of April 22, 2020

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

**Due to Executive Order N-25-20 Members of the Council may Teleconference
into the meeting.**



**CITY OF BELL GARDENS
CITY COUNCIL
SPECIAL MEETING – CLOSED SESSION
WEDNESDAY, APRIL 22, 2020 3:00 P.M.
MINUTES**

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (superseding the Brown Act-related provisions of Executive Order N-25-20 issued on March 12, 2020), which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electrically to all members of the public seeking to observe and to address the local legislative body. Pursuant to Executive Order N-29-20, please be advised that member of the Bell Gardens City Council will participate in meeting telephonically. The public may view the meeting online. The Council Chamber is closed to the public at this time.

ACCESSIBILITY: If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, in order to observe and/or offer public comment may request such reasonable modification, accommodation, aid, or service by contacting Jane Halstead, City Clerk by telephone at 562-806-7705 or via email to CityClerkDesk@bellgardens.org no later than (1) hour before the scheduled meeting.

CALL TO ORDER - Mayor Cortez called the Special Meeting – Closed Session to order at 3:05 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

Pedro Aceituno, Council Member
Marco Barcena, Council Member (telephonically)
Vacant, Council Member
Liseth Flores, Mayor Pro Tem (telephonically)
Alejandra Cortez, Mayor

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

No Comments

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(4)

Discussion Regarding Initiation of Litigation

CLOSED SESSION REPORT

The City Council reconvened at 4:43 p.m. and City Attorney Rick Olivarez reported that with respect to Item No. 1: Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(4). The City Council received a report from the City Attorney's office with unanimous direction given to City Council however, no final action was taken.

ADJOURNMENT

There being no further business the meeting was adjourned at 4:45 p.m.

Jane Halstead
City Clerk



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 6.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, City Manager
BY:	Chau Vu, Director of Public Works Doug Benash, P.E., City Engineer
SUBJECT:	APPROVING A LIST OF PROJECTS FOR FISCAL YEAR 2020-2021 FUNDING BY SENATE BILL 1 (SB1) THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
DATE:	April 27, 2020

RECOMMENDATION:

It is staff's recommendation that the City Council by motion;

1. Adopt the attached Resolution approving the Fiscal Year 2020-2021 project list for Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017; and
2. Authorize staff to upload the Resolution with the list of streets to the California Transportation Commission (CTC) website.

BACKGROUND/DISCUSSION:

On April 28, 2017, the Governor signed Senate Bill 1 (SB 1), Road Repair and Accountability Act of 2017, to address transportation funding shortfalls statewide SB 1 increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provide for inflationary adjustments to tax rates in future years. SB1 established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund. Beginning in January 2018, the State Controller deposited funds generated from increased fuel taxes and vehicle registration fees into the RMRA. A portion of the RMRA funds are distributed on a monthly basis to the City for basic road maintenance, rehabilitation and critical safety projects on local streets and road systems.

It is estimated that the City will receive \$1,076,292 in Fiscal Year (FY) 2019-2020 and \$1,217,651 in FY 2020-2021 from RMRA funds. In order for the City to receive said RMRA funding for FY 2020-2021, the City Council must adopt a resolution. Additionally, each City must submit a list of proposed street repairs to the California Transportation Commission (CTC) before the deadline of May 1, 2020.

Pursuant to the State Controller's Office Guidelines for the Expenditure of Gas Tax Revenues and the (SB1) Road Maintenance and Rehabilitation Account FAQs, "A city or county can use RMRA-LSR funds to reimburse the costs of work performed by its own employees on street-related or road-related projects that are otherwise RMRP-eligible and in compliance with applicable state laws and regulations." The projects and work completed by this staff should be shown in the description on the project list.

Based on the City's maintenance needs and the Pavement Management System (PMS), staff is recommending the following street projects for road maintenance and rehabilitation under RMRA funding:

- A. Sidewalks, Curb and Gutter Replacements, Citywide
- B. Street Signage Replacement, Citywide
- C. Annual Pavement Striping & Markings Project, Citywide
- D. Pothole Repairs and A/C Overlay Maintenance Project, Various Streets

Additionally, pursuant to SB1, the following list of proposed projects will be funded in part or solely with fiscal year 2020-2021 Road Maintenance and Rehabilitation Account revenues:

Street Name	Beginning Location	Ending Location
Priory Street	Cul-de-Sac 990' w/ Eastern Ave	Jaboneria Road
Purdy Avenue	Priory Street	Live Oak Street
Purdy Avenue	Ludell Street	Lubec Street
El Selinda Avenue	Florence Avenue	Lubec Street
Adamson Avenue	Ludell Street	Lubec Street
Colmar Avenue	Ludell Street	Lubec Street
Live Oak Street	Eastern Avenue	Purdy Avenue
Ajax Avenue	Florence Avenue	Lubec Street

The Road Repair and Accountability Act contains a local agency maintenance of effort (MOE) requirement that applies to funds allocated through the RMRA. The Act states that the MOE requirement is to ensure that these new road funds do not supplant existing levels of city and county general revenue spending on streets and roads. The MOE for the receipt of RMRA funds state that a city or county must maintain general fund spending for street, road, and highway purposes at no less than the average of 2009-10, 2010-11, and 2011-12 years. The MOE for Bell Gardens is \$454,405, which the City has met.

The use of RMRA local streets and roads funds is similar but, not identical, to Highway Users Tax Account (HUTA/Gas Tax) use rules. Pursuant to Streets and Highways Code Section 2030, RMRA local streets and roads allocations must be used for projects "that include, but are not limited to," the following: road maintenance and rehabilitation, safety projects, railroad grade separations, traffic control devices, complete street components, "including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm-water capture projects in conjunction with any other allowable project." The project list must be included in the city's adopted budget and updated every year.

Priority funding will be given to maintenance projects that address citywide deficiencies such as pothole repairs and sidewalk replacement. Road rehabilitation capital projects will be designed and constructed as funding becomes available.

CONCLUSION:

Adopting the resolution and submitting the list of proposed streets to the California Transportation Commission prior to the deadline of May 1, 2020, will secure RMRA funding for FY 2020-2021.

FISCAL IMPACT:

There is no fiscal impact in adopting the resolution, however adopting it will secure \$1,217,651 in RMRA funding for FY 2020-2021 for basic road maintenance, rehabilitation and critical safety projects on local streets.

ATTACHMENTS:

Exhibit 1 - Resolution No. 2020-28

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

RESOLUTION NO. 2020-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, ADOPTING FISCAL YEAR 2020-21 LIST OF PROJECTS PURSUANT TO SENATE BILL 1 ROAD MAINTENANCE REHABILITATION ACCOUNT (RMRA) AND FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, in order to receive an allocation or apportionment pursuant to Section 2032, the City of Bell Gardens shall annually expend from its general fund for street, road, and highway purposes an amount not less than the annual average of its expenditures from its general fund during the 2009–10, 2010–11, and 2011–12 fiscal years, as reported to the Controller pursuant to Section 2151, and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Bell Gardens are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Bell Gardens must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Bell Gardens will receive an estimated \$1,076,292 in Fiscal Year (FY) 2019-2020 and \$1,217,651 in FY 2020-2021 in RMRA funding from SB 1; and

WHEREAS, this is the fourth year in which the City of Bell Gardens is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Bell Gardens has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Bell Gardens used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate several streets throughout the City this year and various similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City/County's streets and roads are in a fair to poor condition and this revenue will help the City increase the overall quality of our roadway network and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide; and

WHEREAS, the local street and road system is critical for interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services require safe, reliable roads and streets to respond to emergency calls, delays of which can result in death; and

WHEREAS, the SB 1 Project List and overall investments in local streets, roads, and infrastructure with a focus on basic maintenance and safety will have significant positive benefits locally and statewide; and

WHEREAS, the project list is necessary for the consideration of appropriating SB 1 funds by the California Transportation Committee under the RMRA; and

WHEREAS, the City of Bell Gardens' Public Works Department will improve the citywide roadway network during the Fiscal Year 2020-21 (July 1, 2020 through June 30, 2021); and

WHEREAS, the City's public right-of-way, including the roadway network, parkways, sidewalks, cur & gutter and other infrastructure amenities, will be augmented utilizing various street improvement methods, and depending on the roadway coating application, for an estimated useful life between 10 and 15 years.

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

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council of the City of Bell Gardens hereby adopts the entire Citywide roadway network as part of improvements performed by the City's Public Works Department, which are based on the City's maintenance needs for road maintenance and rehabilitation under RMRA funding:

Sidewalks, Curb and Gutter Replacement, Citywide
Street Signage Replacement, Citywide
Annual Pavement Striping & Markings Project, Citywide
Pothole Repairs and A/C Overlay Maintenance Project, Various Streets

SECTION 3. Pursuant to SB1, the following list of proposed projects will be funded in-part or solely with fiscal year 2020-21 Road Maintenance and Rehabilitation Account revenues:

Street Name	Beginning Location	Ending Location
Priory Street	Cul-de-sac 990' w/Eastern Ave	Jaboneria Road
Purdy Avenue	Priory Street	Live Oak Street
Purdy Avenue	Ludell Street	Lubec Street
El Selinda Avenue	Florence Avenue	Lubec Street
Adamson Avenue	Ludell Street	Lubec Street
Colmar Avenue	Ludell Street	Lubec Street
Live Oak Street	Eastern Avenue	Purdy Avenue
Ajax Avenue	Florence Avenue	Lubec Street

SECTION 4. The Mayor is hereby authorized to sign this Resolution required by the California Transportation Commission for the City of Bell Gardens to be considered for appropriation of SB 1 Road Rehabilitation Maintenance Account funds.

SECTION 5. The City Manager or designee is hereby authorized to execute and administer any agreements required under the SB 1 Road Rehabilitation Maintenance Account funds and execute any ancillary agreements or documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 6. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions and it shall become effective immediately upon its approval.

PASSED, APPROVED, and ADOPTED this 27th day of April, 2020.

THE CITY OF BELL GARDENS

Alejandra Cortez, Mayor

APPROVED AS TO FORM:

ATTEST:

Rick R. Olivarez
City Attorney

Jane Halstead
City Clerk



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 7.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, City Manager
BY:	Chau Vu, Director of Public Works
SUBJECT:	ONE-YEAR EXTENSION TO COMMERCIAL SOLID WASTE NON-EXCLUSIVE FRANCHISE AGREEMENTS
DATE:	April 27, 2020

RECOMMENDATION:

It is staff's recommendation that the City Council by motion:

1. Approve the attached amendment extending the Commercial Solid Waste Non-Exclusive Franchise Agreements by one-year to June 30, 2021;
2. Adopt the attached Resolution.

BACKGROUND/DISCUSSION:

Pursuant to the direction of the City Council, Resolution 2015-44 was adopted on July 27, 2015, which awarded the five (5) year Commercial Solid Waste Non-Exclusive Franchise Agreements (Agreements) to nine (9) commercial waste haulers, AAA Disposal Inc, Athens Services, CalMet Services Inc, Haul-Away Rubbish, United Pacific Waste, Universal Waste Systems, Waste Management, Commercial Services and Republic Services. The Agreements are due to terminate on June 30, 2020.

Section 2.B. of the Agreements state that the Agreements may be extended by mutual written agreement of the City and Franchisee for an additional option period to be determined by the City Council (in its sole discretion).

In September 2016, Governor Brown signed into law Senate Bill 1383 (SB 1383), establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, including methane produced from the landfilling of organic waste. SB 1383 establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020, a 75 percent reduction by 2025, and that 20 percent of currently disposed edible food is recovered for human consumption by 2025.

SB 1383 includes certain requirement for jurisdictions including:

- Adopt and implement the following Ordinances
 - Mandatory recycling/organics ordinance for all generators (any person or entity that generates organic waste including residents, businesses, schools and government offices)
 - Self-haul/back-haul reporting ordinance
 - Edible food recovery ordinance

- CalGreen building standards ordinance
- Enforcement ordinance
- Hauler regulation ordinance
- Water efficient landscaping ordinance
- Procurement policies for organic waste products
- Education generators
- Inspect and enforce compliance
- Procure recovered organic waste products
- Maintain records and report to CalRecycle

Most of these requirements must be implemented by January 1, 2020. The final regulations were initially to be completed by CalRecycle by January 1, 2020, however, this has been extended to July 1, 2020.

SB 1383 also includes specific solid waste, recycling and organic collection, processing, transfer and disposal requirements.

CONCLUSION:

Extending the Agreements for a period of one-year will allow the City to incorporate SB 1383 requirements into the agreements so that the haulers can fulfill these on behalf of the City.

FISCAL IMPACT:

The non-exclusive commercial solid waste haulers pay the City a 15% franchise fee and an annual fee of \$2,500. These payments would continue through the one-year extension.

ATTACHMENTS:

Exhibit 1 - Resolution No. 2020-29

Exhibit 2 - First Amendment

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

RESOLUTION NO. 2020-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA EXTENDING THE NON-EXCLUSIVE COMMERCIAL SOLID WASTE FRANCHISE AGREEMENTS FOR ONE-YEAR

WHEREAS, the California Public Resources Code, including Section 40059, provides that aspects of solid waste handling are of local concern such as the frequency of collection, means of collection and transportation, levels of service, charges and fees, and the nature, location and extent of providing solid waste services, which the services are to be provided by means of non-exclusive, 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;

WHEREAS, pursuant to Bell Gardens Municipal Code Section 16.12.035, on July 27, 2015 the City Council awarded commercial solid waste franchise agreements to the following nine (9) commercial waste haulers: AAA Disposal Inc., Athens Disposal, CalMet Services, Inc., Haul-Away Rubbish, United Pacific Waste, Universal Waste Systems, Waste Management, Commercial Waste Services and Republic Services (collectively the "Franchisees").

WHEREAS, the non-exclusive commercial solid waste franchise agreements are due to expire on June 30, 2020.

WHEREAS, the City desires to exercise Section 2.B and extend agreements for an additional one-year term to July 30, 2021.

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

SECTION 1. The City Council hereby desires to extend the Commercial Solid Waste Non-Exclusive Franchise Agreements with the following commercial waste haulers: AAA Disposal Inc., Athens Disposal, CalMet Services, Inc., Haul-Away Rubbish, United Pacific Waste, Universal Waste Systems, Waste Management, Commercial Waste Services and Republic Services by one-year to July 30, 2021.

SECTION 2. The City Council does hereby authorize the City Manager to execute one-year extensions of the Commercial Solid Waste Non-Exclusive Franchise Agreements.

SECTION 3. The City Clerk shall attest and certify to the passage and adoption of this resolution, and it shall become effective immediately upon its approval.

PASSED, APPROVED and ADOPTED this 27th day of April, 2020.

THE CITY OF BELL GARDENS

Alejandra Cortez, Mayor

APPROVED AS TO FORM:

Rick Olivarez
City Attorney

ATTEST:

Jane Halstead
City Clerk

2020
FIRST AMENDMENT TO THE NON-EXCLUSIVE COMMERCIAL SOLID WASTE
FRANCHISE AGREEMENT

(Engagement: Non-Exclusive Commercial Solid Waste Franchise Agreement)
(Parties: City of Bell Gardens and AAA Disposal Inc., Athens Disposal, CalMet Services, Inc., Haul-Away Rubbish, United Pacific Waste, Universal Waste Systems, Waste Management, Commercial Waste Services and Republic Services)

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Commercial Solid Waste Non-Exclusive Franchise Agreement" and dated July 27, 2015 (hereinafter, "Master Agreement"), is hereby made and entered into this _____ day of _____, 2020 (hereinafter, "Effective Date") by and between CITY OF BELL GARDENS, a municipal corporation (hereinafter, "City") and AAA DISPOSAL INC., ATHENS DISPOSAL, CALMET SERVICES, INC., HAUL-AWAY RUBBISH, UNITED PACIFIC WASTE, UNIVERSAL WASTE SYSTEMS, WASTE MANAGEMENT, COMMERCIAL WASTE SERVICES AND REPUBLIC SERVICES (hereinafter, "Franchisee"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both City and Franchisee. The capitalized term "Party" may refer to either City or Franchisee interchangeably, as appropriate.

RECITALS

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

WHEREAS, on July 27, 2015, the Parties executed and entered into the Master Agreement for Franchisee to provide the City with commercial solid waste services; and

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

WHEREAS, under Section 2B of the Master Agreement, the period during which Collection Services may be extended for an additional option period to be determined by the City Council;

WHEREAS, the Parties now wish to modify the Master Agreement to exercise the right to extend this Agreement to have a Term through July 30, 2021; and

WHEREAS, the execution of this This First Amendment was approved by the Bell Gardens City Council at its Regular Meeting of _____, 2020.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. Section 2.A (TERM) of the Master Agreement is hereby amended in its entirety to state as follows:

TERM: The Term of the Master Agreement shall commence upon the execution of this amendment and continue through July 30, 2021. Nothing in this Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement any time for convenience or for cause as provided under Section ____ of this Agreement.

SECTION 2. Section 15 (NOTICES) of the Master Agreement is hereby amended in its entirety to state as follows:

NOTICES: Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Contractor's and City's regular business hours; or (ii) on the third (3rd) business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Bell Gardens
7100 S. Garfield Ave.
Bell Gardens, California 90201

If to Franchisee Name:

INSERT FRANCHISEE NAME
INSERT FRANCHISE CONTACT
INFORMATION

With a courtesy copy to:
Rick Olivarez, City Attorney
Olivarez Madrugá Lemieux O'Neill, LLP
500 S. Grand Ave. Floor 12
Los Angeles, CA 90071
Telephone: (213)744-0099
Facsimile: (213)744-0093

SECTION 3. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 24.K of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

SECTION 4. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

[SIGNATURES ON NEXT PAGE]

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

CITY:

CITY OF BELL GARDENS

FRANCHISEE:

FRANCHISEE NAME

By: _____

Michael B. O'Kelly
City Manager

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Rick R. Olivarez
City Attorney

Date: _____

EXHIBIT “A”
MASTER AGREEMENT

**COMMERCIAL SOLID WASTE
NON-EXCLUSIVE FRANCHISE
AGREEMENT**



**CITY OF BELL GARDENS
PUBLIC WORKS DEPARTMENT**

8327 GARFIELD AVENUE, BELL GARDENS, CA 90201-6122
(562) 806-7770 FAX (562) 806-7789

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AGREEMENT BETWEEN THE CITY OF BELL GARDENS

AND _____

FOR COLLECTION OF COMMERCIAL SOLID WASTE

This **AGREEMENT** is entered into this 27th day of July 2015, by and between the **CITY OF BELL GARDENS** (hereinafter, "**City**") and

_____ (hereinafter, "**Franchisee**"),
a California corporation, for the collection, transportation, recycling, composting and disposal of **Commercial Premises Solid Waste** (as defined below).

RECITALS

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

WHEREAS, the California Public Resources Code, including § 40059, provides that aspects of solid waste handling which are of local concern include frequency of collection, means of collection and transportation, levels of service, charges and fees, and the nature, location and extent of providing solid waste services, and whether the services are to be provided by means of non-exclusive, 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, City is obligated to protect the public health and safety of its residents and must therefore arrange for the collection of Solid Waste (as defined herein) in a manner consistent with the exercise of its police power; and

WHEREAS, City and Franchisee are mindful of the laws governing the safe collection, transport, processing, recycling, composting, retention and disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 *et seq.* and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.*; and

WHEREAS, City and Franchisee desire to leave no doubt as to their respective roles concerning the collection, transport, processing, recycling, composting, retention and disposal of Solid Waste by entering into this Agreement;

WHEREAS, City and Franchisee further desire to make it clear that City is not becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is Franchisee, an independent entity, and not City,

which is “arranging for” the collection, transport, processing, recycling, composting, retention and disposal of Solid Wastes (which may contain small amounts of consumer products with the characteristics of Hazardous Substances); and

WHEREAS, there are no places within the City where landfills are located, or which are suitable for the sighting of a landfill, and therefore Solid Waste must be exported to other surrounding jurisdictions; and

WHEREAS, Franchisee, and not City, will select the transfer station, landfill or transformation facility destination of the non-recyclable Material which Franchisee will arrange to collect and City has not, and by this Agreement does not, instruct the Franchisee on its collection methods, nor supervise the collection of waste, and nothing in this Agreement or other action of City shall be construed to place title to such waste in City or Franchisee (the parties recognizing that whatever, if any, title the Franchisee may gain to such waste is by operation of law and is not the result of this Agreement); and

WHEREAS, Franchisee represents and warrants to City that it has the experience and qualifications to conduct recycling programs, to provide City with information sufficient to meet City’s reporting requirements under AB 939, to assist City in meeting City’s other requirements under AB 939, to arrange for the safe collection, transport and disposal of Solid Waste in a manner that will minimize the adverse effects of collection vehicles on air quality and traffic and has the ability and intent to indemnify the City against liability under CERCLA; and

WHEREAS, the City Council determines and finds pursuant to California Public Resources Code § 40059(a)(1), that the public health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, and the protection of City against CERCLA liability, require that non-exclusive franchise agreements be awarded to more than one solid waste entity for collection, transport, processing, recycling, composting, retention and disposal of Commercial Solid Waste (as defined herein) from Commercial Premises (as defined herein) in the City; and

WHEREAS, in exchange for the award of this non-exclusive commercial franchise in the City, Franchisee agrees to fully comply, without exceptions or limitations, with the terms and conditions of the City Municipal Code, City Resolutions/Ordinances, City Hauler Manuals, and/or other laws enacted by the City from time to time.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

3. SECTION 1. GRANT OF NON-EXCLUSIVE FRANCHISE

A.

B. A. Binding Agreement.

In consideration of the mutual promises and covenants contained herein, City and Franchisee enter into this Agreement and agree to be bound by and fully comply with the terms and conditions contained therein.

C. B. Grant of Non-Exclusive Franchise; Exclusions.

This Agreement grants to Franchisee the non-exclusive right and privilege to arrange for the collection of, and to collect, transport, process, recycle, compost, retain and dispose of Solid Waste (as defined herein), produced, generated and/or accumulated within the City, except as otherwise provided below. Franchisee shall furnish all personnel, equipment and supplies necessary to provide the collection, transport, processing, recycling, composting, retention and disposal and other services required by this Agreement.

1. **Waiver of Rights.** Franchisee waives any right or claim to serve Commercial Premises in the City as its boundaries exist as of the date of execution of this Agreement under any prior grant of franchise, contract, license or permit issued or granted by City relating to the waste stream covered by this Agreement and including whatever, if any, rights Franchisee may have under the California Public Resources Code or prior law. The City and Franchisee recognize that currently licensed solid waste entities within City shall be entitled to maintain their current business license for the remainder of the un-expired term of such issuance or until such time as determined by the City (in its sole discretion).

2. **Green Waste - Exceptions.** This Agreement shall not prohibit gardeners and landscapers from collecting, composting or transporting Green Waste (as defined herein), as long as they transport same to a compost facility or other site permitted (or exempt from permitting) by CalRecycle in accordance with all governing laws and regulations and submit timely proof of disposition reports to City. Disposal of Green Waste produced as a result of City's landscape maintenance operations and contracts is not within the scope of this Agreement.

3. **Sale or Gift of Recyclable Material.** This Agreement shall not prohibit any person from selling Recyclable Material (as defined herein) or giving away same to persons or entities other than Franchisee. However, in either instance: (1) the Recyclable Material must be segregated from and not mixed with Solid Waste; (2) the seller/donor may not pay the buyer/donor any consideration for collecting, processing or transporting such Recyclable Material. A discount or reduction in price for collection,

disposal and/or recycling services for any form of unsegregated or segregated Solid Waste is not a sale or donation of Recyclable Material and such Solid Waste does not qualify for this exception. Notwithstanding the foregoing, the sale of plastic food or beverage container is prohibited if labeled as “biodegradable,” “compostable,” “degradable,” or otherwise unless the container meets current American Society for Testing Materials (ASTM) standard specifications for the term used on the label.

4. **Other Services; Niche Recycling Services.** City reserves the right to enter into agreements with other entities for other solid waste and recycling services not provided for in this Agreement, including, but not limited to street sweeping (and disposal incident to the conduct of street sweeping operations), composting and disposal of Green Waste produced by City’s landscape maintenance operations, contract services, “niche” recycling services, e.g., collection of toner cartridges or water heaters, and the conduct of household hazardous waste pickups and roundups. In the event another solid waste enterprise proposes to provide niche recycling services, Franchisee shall have the right to provide the niche recycling services at the price equal to or lower than the price proposed by the solid waste enterprise which proposed to provide the niche recycling services.

5. **Residential Cart Collection Service.** This franchise grants no privilege to Franchisee to service residential dwelling units receiving services under a separate Franchise agreement with the City. Such dwelling units include residential premises with three or less dwelling units.

6. **Self-Haulers.** Nothing in this Agreement prohibits those generating Solid Waste at Commercial Premises from self-hauling such material.

D. C. Flow Control - Reservation of Rights.

City reserves whatever, if any, right it might receive from Congress to exercise “flow control” i.e., the right to select disposal facilities and materials recovery facilities to which the Solid Waste to be collected pursuant to this Agreement is to be taken. In the event City directs Franchisee to transport Solid Waste to a particular disposal or other facility, City and Franchisee agree to make a good faith effort to obtain indemnification against CERCLA liability and related claims from the operator of the landfill or other destination to which Solid Waste collected pursuant to this Agreement is taken for disposal. In the event City requires Franchisee to utilize a landfill or other disposal facility not owned or operated by Franchisee or an affiliate of Franchisee, Franchisee may be relieved of its liability with respect to the matters addressed in section 16.B of this Agreement with respect to the Solid Waste delivered to a disposal facility designated by City. In addition Franchisee may be relieved of its duties under section 16.D of this Agreement to the extent that Franchisee’s ability to meet the diversion goals is adversely affected by City’s selection of a materials recovery facility.

4. SECTION 2. TERM/EFFECTIVE DATE.

A. A. Term

Collection, transportation, processing, recycling, composting, retention and disposal services (hereinafter, "Collection Services") under this Agreement shall be provided commencing on the **27th day of July, 2015** and ending at midnight on the **30th day of June, 2020** (hereinafter, "Initial Term").

B. B. Extended Term

The period during which Collection Services are to be provided pursuant to this Agreement may be extended by mutual written agreement of the City and Franchisee for an additional option period to be determined by the City Council (in its sole discretion) (hereinafter, "Extended Term"). If so granted by City Council, Franchisee shall apply for said extension at least one hundred and eighty days (180) prior to the expiration of the Initial Term. Nothing herein grants any rights to Franchisee that the Agreement will be extended.

This Agreement requires Franchisee to provide certain services (e.g., customer information) prior to the start of collection, and to provide other services (e.g., access to landfill destination information, insurance and indemnification and an insurance policy repository) beyond the expiration of the Initial Term and, if applicable, Extended Term.

5. SECTION 3. DEFINITIONS.

Whenever any term used in this Agreement has been defined by the City Municipal Code or Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Municipal Code or California Public Resources Code shall prevail unless the term is otherwise defined in this Agreement.

A. "AB 939" or "Act" means the California Integrated Waste Management Act of 1989, codified in part at California Public Resources Code § 40000 et. seq., as it may be amended from time to time and as implemented by the regulations of CalRecycle, or its successor.

B. "Bins" or "Commercial Bins" means those containers provided for temporary accumulation and collection of Commercial Solid Waste from Commercial Premises. Bins include solid waste containers with capacity of at least one and one-half cubic yards, compactor bins, compactor boxes and roll-off boxes.

C. "City" means the City of Bell Gardens.

D. "City Manager" means the City Manager or his or her designee,

whichever is applicable.

E. “Commercial Premises” means all premises including Commercial, Industrial, Institutional, Multi-family Units (as defined herein) within the City, other than residential premises with three or fewer dwelling units, where Solid Waste is generated or accumulated, and includes industrial zoned property as well.

F. “Commercial, Industrial, Institutional, Multi-family Solid Wastes” means all types of Solid Waste, generated or accumulated at Commercial, Industrial, Institutional, and Multi-family Unit premises.

G. “Construction and Demolition Waste” means discarded building materials, recyclable construction and demolition materials, packaging, plaster, rock or brick, drywall, cement and rubble resulting from construction, remodeling, repair and demolition operations.

H. “Green Waste” means leaves, grass clippings, brush and branches generated from landscapes or gardens, separated from other Solid Waste. “Green Waste” includes holiday trees put out for collection service recipients, but does not include stumps or branches exceeding eighteen inches (18”) in diameter or four feet (4’) in length nor shall it weigh in excess of forty (40) pounds.

I. “Gross Receipts” means any and all revenue or compensation in any form of Franchisee or subsidiaries, parent companies or other affiliates of Franchisee, for the collection, transportation, processing, disposal and other Solid Waste-related service provided pursuant to this Agreement, in accordance with generally accepted accounting principles, including, but not limited to, monthly customer fees for collection of Solid Waste, without subtracting franchise fees, disposal costs, or any other cost of doing business. Sales revenue from the sale of Recyclable Material is excluded from Gross Receipts for the purpose of calculating Franchise Fees.

J. “Hazardous Waste” means any waste materials or mixture of wastes defined as “hazardous substances” or “hazardous wastes” pursuant to 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. and all future amendments to either of them, or as defined by the California Integrated Waste Management Board now CalRecycle. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term “Hazardous Waste” shall be construed to have the broader, more encompassing definition.

K. “Materials Recovery Facility” means: a properly licensed or permitted facility that separates reusable and/or Recyclable Material, such as mixed glass and metal containers and other materials listed under Section 3.V, and processes them for sale to end users; or a firm that purchases and markets source-separated solid Waste and Recyclable Material.

L. “Multi-Family Units” means residential dwellings in buildings with more than three dwelling units. Hotels, motels, nursing homes or convalescent centers, barracks, dormitories or other similar places are Commercial Premises covered by this Agreement, but not considered Multi-Family Units.

M. “Organic Materials” means non-hazardous domestic, commercial or industrial by-products of an organic or natural nature, set aside, handled, packaged, separated, collected, or offered for Collection in a manner different from Solid Waste, excluding Recyclable Material. Organic Material includes:

1. **Green Waste.** Including grass, lawn clippings, shrubs, plants, weeds, branches, leaves, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other forms of Organic Materials generated from landscapes, yards, or gardens; and,

2. **Food Waste.** Including all kitchen and table (pre- and post-consumer) food scraps (animal, vegetable, fruit, grain, dairy or fish waste that attends or results from the storage, preparation, cooking or handling of foodstuffs, with the exception of animal excrement), paper waste contaminated with putrescible material, and biodegradable food service ware designed to disintegrate and biodegrade quickly, and other materials that will decompose and/or putrefy.

N. “Recyclable Material” means a commodity that is sold for compensation, or given away, but that is not discarded into the commercial waste stream. A Recyclable Material that is discarded into the commercial waste stream loses its character as a Recyclable Material and becomes Solid Waste and is subject to this Agreement.. As of the date of execution of this Agreement, Recyclable Material includes:

1. Aluminum cans;
2. Glass jars and bottles;
3. Steel, bi-metal and tin cans;
4. Plastic soda pop bottles and other Type #1 containers (PET--polyethylene terephthaleate);
5. Plastic milk and water jugs and other Type #2 containers (HOPE—high density polyethylene);
6. Type #3 plastic containers (V—polyvinyl chloride);
7. Type #4 plastic containers (LDPE--low density polyethylene);
8. Type #5 plastic containers (Polypropylene);
9. Type #6 plastic containers (PS—polystyrene);
10. Type #7 plastic containers (other and commingled);
11. Plastic bags, shrink wrap, plastic tools and toys and other plastic materials (if readily identifiable as being recyclable);
12. Juice boxes and milk cartons (aseptic packaging, Tetra Pak®, and waxed cardboard);
13. Scrap metal, coat hangers and metal foil;
14. Newspapers;
15. Mixed paper (e.g., ledger, computer, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags and non-metallic

- wrapping paper);
- 16. Corrugated cardboard;
- 17. Wood; and
- 18. Fluorescent tubes.

The foregoing list may be modified as City and Franchisee shall agree, in writing.

O. “Recycled” means the act of having processed Recyclable Material into a form suitable for reuse and having marketed those processed materials for a use consistent with the requirements of AB 939. The act of marketing does not require that revenue is generated from the processed materials.

P. “Recycling Container” means any container for the temporary accumulation and collection of source separated Recyclable Material delivered by Franchisee to premises covered by this Agreement. The term “Recycling Container” also includes Commercial Bins or any other containers designated by Franchisee to be used for collection and temporary accumulation of Recyclable Material. Title to Recycling Bins provided to service recipients by Franchisee shall remain in Franchisee.

Q. “Scavenging” means the unauthorized removal of Recyclable Material from any cart, bin or receptacle.

R. “Solid Waste” means all types of solid waste, including Organic Material and Recyclable Material, but not hazardous waste or medical waste, as defined in California Public Resources Code § 49503.

6. SECTION 4. COMPLIANCE WITH LAWS AND REGULATIONS.

Franchisee represents and warrants that it will comply with all applicable laws and regulations (including any amendments thereto), including, but not limited to RCRA, CERCLA, AB 939 and all other applicable laws and regulations of the State of California, the County of Los Angeles, ordinances of the City and requirements of Local Enforcement Agencies and any other agencies with jurisdiction.

7. SECTION 5. TYPES AND FREQUENCY OF SERVICE.

A. A. *Solid Waste Collection Services.*

1. Franchisee shall make arrangements with its commercial customers for the collection of Commercial Solid Waste, except for Construction and Demolition Waste in roll-off boxes and self-contained compactors, at least once per

week, or more frequently as Franchisee and its customers may agree. In no event may the arrangements allow the accumulation of Solid Waste in quantities that are unreasonable or detrimental to the public health or safety.

2. Franchisee shall only be entitled to collect Solid Waste from those Commercial Premises that choose to contract directly with Franchisee

3. All commercial, industrial, institutional, multi-family users shall have the option of furnishing and maintaining Containers compatible with Franchisee's collection equipment or using Containers provided by Franchisee.

4. All Containers supplied by Franchisee shall be cleaned and maintained by Franchisee.

B. B. Recycling Services.

1. **Commercial.** Franchisee agrees to make a good faith effort to process Recyclable Material through a Materials Recovery Facility in order to maximize the diversion of Commercial Solid Waste from landfills. Franchisee shall deliver Recycling Containers, to be used exclusively for accumulation, separation and collection of Recyclable Material to each commercial solid waste service recipient that requests one. Franchisee shall collect, remove and, if a market exists, recycle, all Recyclable Material placed in Franchisee's Recycling Containers.

2. **Mandatory Commercial Recycling.** Franchisee will promote recycling programs and assist the City in providing reports on customers' recycling efforts. Franchisee to visit each new commercial and multi-family customer prior to start of service under this agreement and, each existing customer without recycling service once per year. The meeting shall be for the purpose of establishing a new recycling program, enhancing an existing Franchisee-provided program, and/or documenting existing third-party-provided programs. Franchisee shall present customers with service and cost proposals for the establishment or enhancement of a Franchisee-provided recycling program. Franchisee shall provide a report, on City provided forms, to the City noting the time, customer contact, and result of each meeting and, if the customer will not agree to a meeting, provide the time of contact, customer contact name and number, and reason for not accepting a meeting. Reports will be updated on a quarterly basis and submitted with Franchisee's quarterly report to the City. Franchisee will report all customers that have service levels within the thresholds of the AB 341 Mandatory Commercial Recycling Regulation on reporting forms provided by the City. The report will document whether the customer receives recycling service from the Franchisee, self-recycles, or receives recycling from a third party. Reports will be submitted to the City annually on or before July 1st. Franchisee shall deliver public education and outreach materials developed by the City to all commercial and multi-family customers at the request of the City..

3. **Purchase of Recyclable Material.** Franchisee may purchase Recyclable Material from its commercial customers.

4. **Scavenging - Discouragement.** Franchisee will take whatever, if any, legal actions which may be appropriate and effective to discourage Scavenging of Recyclable Material from the Solid Waste stream. Any legal action taken by Franchisee shall be reported to the City Manager within twenty-four (24) hours. Franchisee shall work in conjunction with the City (or its designated consultants) to develop and implement anti-Scavenging reporting and monitoring system as deemed necessary by the City. Such a system shall be fully operational no later than one year from the date of this Agreement.

C. C. *Organic Materials Collection.*

If so directed by City, Franchisee shall implement a program to collect and remove all Organic Materials placed in Organic Materials containers provided by Franchisee or in containers or bags put out for collection at a location acceptable to the customer and Franchisee. City shall have final approval over any program Franchisee implements pursuant to this paragraph. At a minimum, however, Franchisee shall provide its customers with tags, ties or other means of identifying Organic Materials Containers and bags. For Commercial Premises, if implemented, the frequency of collection of Organic Materials placed in Organic Materials containers provided by Franchisee shall be determined by agreement between Franchisee and the customer between the hours of 7:00 a.m. and 7:00 p.m., at least once per week. Site and route-specific exceptions may be made to this limitation by the City Manager if requested by Franchisee. If collections are not made on Holidays, the collection shall be made on the day following the regularly scheduled day of collection.

D. D. *Holiday Tree Recycling.*

If so directed by City, Franchisee shall collect, transport and make a good faith effort to recycle all holiday trees which are placed for collection during the period beginning on the first collection day after December 25th and ending on the second Saturday in January. Franchisee shall not be obligated to recycle trees which are not cut into lengths shorter than four feet, free of ornaments, garlands, flocking, tinsel and stands; customers may be instructed to place non-recyclable trees in their Bins for collection.

E.

F. E. *Organic Materials Program.*

Franchisee shall provide all necessary services (including Collection, processing and reporting services), to City and Customers to ensure that City and Customers can meet Organic Materials program requirements under Assembly Bill 1826 and subsequent regulations that may be determined by the California Department of

Resources, Recycling and Recovery (CalRecycle), by the State or other jurisdiction or regulatory agency, during the Term of this Agreement.

Franchise will provide the following information regarding this program on the quarterly reports submitted to the City:

- Total Organic Materials tonnage collected, diverted and landfilled under this program
- Facilities used for processing/composting of organic material
- Number of Customers receiving Organic Materials collection

G. F. Customer Education Program.

Franchisee shall provide the following public education and outreach at Franchisee's expense, and written materials are subject to City review and revision prior to publication:

- Website – Franchisee's website shall include Franchisee's billing and service contact telephone numbers, holiday schedule information, and mandatory commercial recycling information.
- Billings Inserts – Upon City request, Franchisee shall print brief informative language provided by the City on its invoices.
- Semi-Annual Mailers – Upon City request, Franchisee shall develop, produce, and distribute up to two mailers per year. These mailers may be billing inserts or separate mailers, as directed by City. These mailings may include Mandatory Commercial Recycling information and notification required to be distributed at least annually per Section 5.B. 2 of the Agreement.

H.

I. G. Minimum Recycling Requirements.

Franchisee shall ensure that 50% of all Solid Waste generated by its customers is diverted from landfilling, and may include recycling performed by Franchisee, self-hauled recyclables diverted by customer, or third-party recycling of customers' recyclables by other recycling companies. Compliance will be measured on an Agreement year basis, beginning with Agreement year July 1, 2015 to June 30, 2016. Quantification of the 50% requirement shall only include materials that are Recycled as defined in this Agreement and shall not include source reduction activities performed by Franchisee's customers. Franchisee shall provide documentation to the City within 30 days of the end of each Agreement year stating and supporting that Agreement year's diversion rate. This documentation shall include support for the Franchisee's reported diversion, and documentation supporting the recycling activities performed by its customers or third-party recyclers. The recycling activities performed by Franchisee's customers shall include Recycled tons diverted from landfilling by material type, by customer, and shall be updated annually, Franchisee shall visit annually each customer

that has not subscribed to the Franchisee provided recycling program, and provide documentation of these visits, and the visits' outcome by July 31 of each Agreement year.

J. H. Route Sheets.

Franchisee shall (within two (2) weeks of the date of this Agreement) provide route maps and schedules, if a set route is established, (hereinafter, "Route Sheets") to City. City shall review said Route Sheets and recommend to Franchisee (which Franchisee shall consider) ways in which to avoid any potential negative impact, if any, to City's "Air-Quality Traffic Demand Management Plan" and street sweeping schedule. At no time shall the Route Sheets become the property of City. Thus, City shall return to Franchisee any Route Sheets in its possession upon completion of its review and recommendation of same. Should a lawsuit commence against the City for failure to disclose the Route Sheets while in its possession, Franchisee shall defend, indemnify and hold City, its elected officials, officers, employees, volunteers, and agents harmless in accordance with section 16A, below.

K. I. Waste Characterization Study.

If requested by the City, Franchisee shall prepare, or shall pay City's consultant for, a waste characterization study for any or all areas covered under this Agreement for the City's Source Reduction and Recycling Element (hereinafter, "SRRE") as provided by the California Integrated Solid Waste Management Act of 1989 (California Public Resources Code § 40000, et seq.).

8. SECTION 6. TIME, DAYS AND MANNER OF COLLECTION

A. A. Commercial.

Collection of Solid Waste from Commercial Premises where noise from collection vehicles may be audible in residential areas shall be made between the hours of 7:00 AM and 7:00 PM. Site and route-specific exceptions may be made to this limitation by the City Manager (or his or her designee, whichever is applicable), if requested by Franchisee. If collections are not made on Holidays, the collections shall be made on the day following the regularly scheduled day of collection.

B. B. Manner.

1. All Containers shall be replaced, upright, where found, with the lids in place immediately after collection of Solid Waste by Franchisee. Unless the Containers were originally placed on landscaping by the customer, Franchisee shall not put the Containers on the landscaping. Franchisee shall not in any way break, damage

or negligently handle Containers owned by any customer. All claims for damage resulting from the manner of collection shall be presented by the customer to Franchisee. If Franchisee rejects customer's claim, customer may appeal to the City Manager. The City Manager shall consider customer's claim and make a decision as to Franchisee's liability, if any, which shall be final and binding on the parties. Franchisee shall make payment for damage within two (2) working days after the claim is made, or, if applicable, City Manager's decision regarding liability. The City Manager may require replacement or repair in lieu of payment to the customer.

2. Franchisee shall clean and remove any Solid Waste that is spilled or deposited on the ground as a result of Franchisee's services.

3. Commercial customers shall be responsible for providing a Container location on the Commercial Premises. Franchisee shall not agree to placement of any Container that will be placed in locations that conflict with the City Municipal Code or any locations that conflict with an area specifically designated for collection by the Community Development Department or other City department.

4. Franchisee shall report to the City any Container that presents an obstruction to any of the City's public rights-of-way or that may present a potential obstruction of emergency vehicles within twenty-four (24) hours of identification of such Container.

C. C. Transfer of Loads on Public Streets.

Franchisee shall not transfer the load from one collection vehicle to another on any public street or road unless such transfer is essential to the method of operation and is approved in writing by the City Manager, or is necessary owing to mechanical failure or accidental damage to a vehicle. Franchisee will notify City immediately in the event any loads are transferred as described above.

D. D. Commingling Prohibited.

Commingling of Solid Waste materials collected within the City with Solid Waste collected from outside of City is strictly prohibited.

9. SECTION 7. EQUIPMENT

A. A. General.

Franchisee shall provide all vehicles and equipment necessary for the collection, disposal and transportation services for which it is responsible under this Agreement. All equipment shall conform to the highest industry standards, shall be maintained in a clean and efficient condition and shall comply with the provisions established in the City

Municipal Code and all measures and procedures promulgated by all agencies with jurisdiction.

B. B. Vehicles.

1. All vehicles used in the performance of this Agreement shall be biennially inspected by the California Highway Patrol. The most recent certificates generated from such inspections shall be submitted to the City Manager at the time of execution of this Agreement and on each anniversary thereof during each year this Agreement remains in effect. If the Franchisee conducting business under this Agreement is in full compliance with the "BIT Program," submittal of verified compliance records shall serve as sufficient compliance documentation under this section.

2. Each vehicle shall be constructed and used so that no oil, grease, liquid, or Solid Waste material will blow, fall, or leak out of the vehicle. All vehicles shall be equipped with watertight bodies and close-fitting metal covers. Any Solid Waste dropped or spilled during the collection, transfer or disposal of same shall immediately be cleaned up by Franchisee. A broom and shovel shall be carried at all times on each vehicle for this purpose. If Franchisee fails to clean a spill it causes during the collection, transfer or disposal of Solid Waste, City may clean or cause the cleaning of same. In such case, Franchisee shall be liable for all reasonable expenses incurred by City in providing for the cleaning of the spill, plus an additional twenty-five percent (25%) thereof.

3. Each vehicle shall bear a distinct identification number or letter and Franchisee's name and local telephone number on each side of the vehicle. The numbering and lettering shall be no less than four inches (4") in height and four inches (4") in width and shall be prominently displayed on each side of the vehicle in a color sharply contrasting with the color of the vehicle.

4. The noise level generated by compaction vehicles using compaction mechanisms during the stationary compaction process shall not exceed a single-event noise level of seventy-five (75) decibels (dB)A at a distance of twenty-five (25) feet from the collection vehicle measured at an elevation of five (5) feet above ground level. Franchisee shall submit to City, upon City's request, a certificate of vehicle noise level testing by an independent testing entity approved by the City.

5. Each vehicle used for the collection, transfer and disposal of Solid Waste shall be equipped with an audible warning device that is activated when the vehicle is backing up.

6. Should the City Manager at any time give written notification to Franchisee that a vehicle does not comply with the standards set forth herein, it shall immediately be removed from service and shall not be used again until approved in writing by the City Manager.

C. C. Commercial Containers.

All Commercial Containers shall be metal and/or plastic and shall be constructed with locking covers so that no liquid shall leak there from.

D. D. Graffiti.

Franchisee agrees to maintain its Containers and Vehicles free of graffiti or “tagging.”

E. E. Containers to be Marked.

Franchisee shall mark all of its Commercial Containers in the City with conspicuous notices warning that the disposal of hazardous substances in Containers is prohibited.

F. F. Uniforms.

All employees of Franchisee shall be dressed in clean uniforms which identify the person as an employee of Franchisee. Uniform and identification are subject to the approval of the City Manager.

10. SECTION 8. FAILURE TO COLLECT.

A. A. Penalty.

If Franchisee fails to collect or dispose of any Solid Waste covered by this Agreement within twenty-four (24) hours of being notified of the failure to collect, City may collect or cause the collection and disposal of same. In such case, Franchisee shall be liable for all reasonable expenses incurred by City in providing for the collection and disposal of the Solid Waste, plus an additional twenty-five percent (25%) thereof.

11. SECTION 9. SERVICE EXCEPTIONS; HAZARDOUS WASTE NOTIFICATIONS.

A. A. Failure to Collect - Reasonable Cause.

When Solid Waste is not collected from any customer due to the contents thereof, Franchisee shall notify its service recipient at the time collection is not made, through the use of a “tag” or otherwise, of the reasons why the collection was not made. Franchisee shall keep a record of each instance that Solid Waste is not collected and a written report shall be delivered to the City’s Public Works Department within twenty-four (24) hours of non-collection, as well as on a monthly basis, with the name, address

and reason for non-collection.

B. B. Hazardous Waste Inspection and Reporting.

Franchisee reserves the right and has the duty under law to inspect Solid Waste put out for collection and to reject Solid Waste observed to be contaminated with hazardous substances and the right not to collect Hazardous Waste put out with Solid Waste. Franchisee shall notify all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and Local Emergency Response Providers and the National Response Center, of reportable quantities of Hazardous Waste, found or observed in commercial Solid Waste anywhere within the City. In addition to other required notifications, if Franchisee observes any substances that it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released on any City property, including storm drains, streets or other public rights-of-way, Franchisee shall within twenty-four (24) hours notify the City Manager in writing.

C. C. Hazardous Waste Diversion Records.

Franchisee shall maintain records showing the types and quantities, if any, of Hazardous Waste found in Solid Waste, which was inadvertently collected from Solid Waste service recipients within the City, but diverted from landfilling. Records shall be retained and made available to City for review and inspection in the manner described in paragraph 14, below.

12. SECTION 10. CUSTOMER SERVICE.

A. A. Office Hours.

Franchisee shall maintain an office accessible by a local phone number where someone may be reached between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for Holidays. At Franchisee's expense, its regular and emergency telephone numbers shall be listed in City's area telephone directories under both Franchisee's name and the City's name, and be clearly listed on Franchisee's website. The phone system shall be capable of accepting at least five (5) incoming calls at one time.

B. B. Emergency Telephone Number.

Franchisee shall maintain an emergency telephone number for use outside normal business hours. Franchisee shall have a representative, or an answering or call-forwarding service to contact such representative, available at the emergency telephone number during all hours other than normal office hours.

C. C. Service Complaints.

Franchisee shall investigate and remedy all service complaints within one (1) working day of the time of receipt of the complaint. Franchisee shall maintain a record of all complaints, including date, time, complainant's name and address if the complainant is willing to give this information, and date and manner of resolution of complaint, if any. Franchisee shall create a log of such complaints and it shall be made available to City for review and inspection during Franchisee's normal office hours. In addition, Franchisee shall provide a monthly report of the complaints it receives on a month-to-month basis to the department head of the Bell Gardens Public Works Department. A record of all complaints received by Franchisee during the Initial Term and Extended Term, if any, of this Agreement shall be retained and made available to City for review and inspection in the manner described in paragraph 14, below. Complaint records shall be maintained for City review for a minimum of five years.

13. SECTION 11. OWNERSHIP OF SOLID WASTE.

Ownership and the right to possession of Solid Waste shall transfer directly from the service recipient to Franchisee, by operation of law, and not as a result of this Agreement. At no time shall the City obtain any right of ownership or possession of Solid Waste or Hazardous Waste placed for collection and nothing in this Agreement shall be construed as giving rise to any inference that City has any such rights.

14. SECTION 12. RATES, BILLING AND PAYMENT.

A. A. Rates.

Should the City Council determine that the setting of rates is warranted, the City Council shall establish rates by resolution and such rates shall be incorporated into this Agreement. If so directed this Agreement will be amended.

B. B. Billing and Payment.

1. **Commercial Premises.** Franchisee shall directly bill all Commercial Premises for services Franchisee provides. Bills to commercial solid waste customers shall include service levels and be itemized showing charges for each classification of service, but shall not designate that portion of a bill attributable to the franchise fee as a separate item. Billings may be made monthly, bi-monthly or quarterly, as the customer and Franchisee shall agree. *[Franchisee may include in its bills any applicable fees imposed by action of the City Council, including, but not limited to AB 939 fees and Household Hazardous Waste program fees, and shall remit such funds collected to City within 30 days.]*

2. Franchise Fee; Payment.

a. **General.** Franchisee shall pay to City an initial yearly fee in the amount of five thousand dollars (\$5,000) plus the franchise fees set forth in Resolution 2010-09 and/or other applicable resolutions and ordinances relating to fees. Said fees shall be payable to the City within thirty (30) days of the execution of this Agreement. The yearly franchise amount shall be reduced to twenty-five hundred dollars (\$2,500) plus the franchise fees set forth in Resolution 2010-09 and/or other applicable resolutions and ordinances relating to fees by July 31st of each ensuing fiscal year, if applicable, depending on length of agreement. After said date, interest shall accrue at the legal rate allowed. Failure to make payment by July 31st, shall be grounds for immediate termination without further notice or such other remedy as the City may elect. This provision is not subject to the notice and remedies set forth in Section 20.

b. **Commercial.** Franchisee shall pay to City a yearly franchise fee of fifteen percent (15%) of gross receipts. The Franchise Fee shall be paid to City by 12:00 noon on or before the 25th calendar day of each month following the end of each quarter, or in accordance with the provisions established by resolution of the City Council. Accompanying each quarterly payment shall be an accounting of the gross receipts for each month and an invoice showing the services provided. Failure of Franchisee to make any payment within the appropriate time period shall result in interest, compounded daily, accruing thereon at the maximum rate permitted under California law, in addition to all other remedies available to City in both law and equity as well as pursuant to this Agreement, including termination. City's payment shall be subject to subsequent audit and adjustment in succeeding invoices.

3. **Non-liability: City.** City shall not be liable for any non-payment of fees by commercial or non-commercial customers.

15. SECTION 13. BOOKS AND RECORDS; AUDITS.

A. In addition to the record retention requirements set forth below, Franchisee shall maintain all records relating to the services provided hereunder, including, but not limited to, route maps, customer lists, billing records, weight tickets, maps, AB 939 records, and customer complaints, for the full term during which collection services are to be provided pursuant to this Agreement, and an additional period of not less than the time frame incorporated by City Ordinance No. 680, City Resolutions, other applicable provisions, or any longer period required by law. The City shall have the right, upon reasonable advance notice, to inspect, audit and copy all records relating to this Agreement and records which may be relevant in the event of an action under CERCLA or any other related or unrelated claim. In the absence of extraordinary circumstances, two (2) business days' notice shall be considered reasonable. Such records shall be made available to City at Franchisee's regular place of business, but in no event outside the County of Los Angeles.

B. City may require Franchisee to segregate the revenues and expenses and other financial data pertinent to the performance of this Agreement from the total revenues and expenses of Franchisee. City may conduct an audit of Franchisee at any time. The scope of the audit and auditing party will be determined by City, and the scope may include, but is not limited to, compliance with terms of this Agreement, fee payments, Gross Receipts, tonnage and verification of diversion rate.

City, or City designated party, shall have the right to examine Franchisee's financial books and records at any time during business hours on reasonable notice (two (2) business days) to Franchisee.

C. Should any examination or audit of Franchisee's records reveal an underpayment to City by Franchisee, the amount, plus interest compounded daily from

the date upon which such payment originally became due at 10% per annum, shall be paid to City within thirty (30) days.

16. SECTION 14. AB 939 REPORTING REQUIREMENTS.

Franchisee shall cooperate with City and/or its designated consultants in solid waste disposal characterization studies and waste stream audits and shall implement measures necessary and proper to fully achieve the City's source reduction, recycling and waste stream diversion goals and shall compile and retain all documentation relating to the Solid Waste stream covered by this Agreement. During the period during which collection services are provided pursuant to this Agreement, Franchisee at Franchisee's sole expense, shall submit to City information and reports necessary for City to meet its reporting obligations imposed by AB 939, and the regulations implementing AB 939, with respect to Solid Waste collected within the City by Franchisee.

17. SECTION 15. REPORTS AND RECORDS.

A. A. *Quarterly Reports.*

In addition to the reports expressly required by this Agreement, Franchisee shall submit to City (within two (2) business days) such other information and/or reports in such forms and at such times as the City may reasonably request or require, including, but not limited to the following:

1. **Quarterly Reports.** In addition to providing a quarterly summary of the monthly reports, quarterly reports shall include the following:

a. **Recyclable Material:**

(1) A statement showing, by type of material, tons received during each month of the quarter with diversion rates and tons marketed during same.

(2) A report providing recycling information and the number of commercial customers participating.

(3) Solid waste facility information including but not limited to recycling centers, transfer stations, MRF's, transformation facilities, composting facilities and landfills. Said information shall also include total tonnage diverted to each by class.

(4) A narrative description of problems encountered and actions taken, including efforts to deter and prevent Scavenging. In addition, the narrative shall include a description of tons rejected for sale after processing (type of material, tonnage), the reason for rejection and Franchisee's disposal method for the rejected materials.

(5) A report of recycling program promotional activities, including materials distributed by Franchisee to its customers.

b. Hazardous Waste Diversion Reports:

A copy or summary of the records required by 9.C, above.

B. B. Reporting Adverse Information.

Franchisee shall provide City with a copy of all reports, pleadings, applications, notifications, notices of violation, communications or other material relating specifically to Franchisee's performance of services pursuant to this Agreement, submitted by Franchisee to, or received by Franchisee from, the United States or California Environmental Protection Agency, the California Integrated Waste Management Board now CalRecycle, the Securities and Exchange Commission or any other federal, state or local agency, including any federal or state court. Copies shall be submitted to City simultaneously with Franchisee's filing or submission of such matters with said agencies. Franchisee's routine correspondence to said agencies need not be routinely submitted to City, but shall be made available to City promptly (no later than two (2) business days) upon City's written request.

C. C. Costs.

All reports and records required under this Agreement shall be furnished at the sole expense of Franchisee.

D. D. Submission of Reports.

Reports shall be submitted to:

Director of Public Works
City of Bell Gardens
7100 South Garfield Ave.
Bell Gardens, California 90201

Franchisee shall submit all reports and information required by this Agreement on computer discs, or by electronic mail, in a format compatible with City's computers, at no additional charge, if requested by City. The reports and information shall be submitted to City within two (2) business days of its request for same.

E. E. Performance Review Meeting.

City may hold a meeting or a public hearing annually to review Franchisee's Solid Waste collection efforts, source reduction, processing and other Diversion services and overall performance under this Agreement (the "Solid Waste Services and Performance Review Meeting"). The purpose of the Solid Waste Services and Performance Review Meeting is to provide for a discussion and review of technological, economic, and regulatory changes in collection, source reduction, recycling, processing and disposal to achieve a continuing, advanced Solid Waste collection, source reduction and recycling and disposal system; and to ensure services are being provided by Franchisee with adequate quality, effectiveness and economy, and in full compliance with the terms of this Agreement. Topics for discussion and review at the Solid Waste Services and Performance Review Meeting shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, customer complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals, regulatory constraints, results of route audits, and Contractor performance. City and Franchisee may each select additional topics for discussion at any Solid Waste Services and Performance Review Meeting.

City shall notify Franchisee of its intent to hold a Solid Waste Services and Performance Review Meeting at least sixty (60) days in advance thereof. Thirty (30) days after receiving notice from City of a Solid Waste Services and Performance Review Meeting, Franchisee shall submit a report to City which may contain such information as it wished to have considered, and shall contain the following:

1. Current Diversion rates and a report on Franchisee's outreach activities for the past year.
2. Recommended changes and/or new services to improve City's ability to meet waste diversion goals and to contain costs and minimize impacts on rates. A specific plan for compliance with State diversion goals shall be included.
3. Any specific plans for provision of new or changed services by Franchisee.

The reports required by this Agreement regarding customer complaints shall be used as one basis for review of Contractor's performance, and Contractor may submit other relevant performance information and reports for consideration at the Solid Waste Services and Performance Review Meeting. In addition to the above, City may request Franchisee to submit any other specific information relating to its performance for consideration at the Solid Waste Services and Performance Review Meeting, and any customer may submit comments or complaints during or before the meeting, either orally or in writing. Contractor shall be present at and participate in the Solid Waste Services and Performance Review Meeting.

As a result of its findings following any Solid Waste Services and Performance Review Meeting, City may require Franchisee to provide expanded or new services within a reasonable time and City may direct or take corrective actions for any performance inadequacies (although nothing contained in this provision should be construed as requiring City to hold a Solid Waste Services and Performance Review Meeting in order to enforce any rights or remedies it has pursuant to the terms hereof.)

F. F. City's Right to Request Information.

Franchisee shall provide additional information reasonably and directly pertaining to this Agreement on an "as-needed" basis.

G. G. Certification.

All reports required by this Agreement must be signed under penalty of perjury, by a responsible company official, legally authorized to act on behalf of the Franchisee that the report(s) is true and correct,

18. SECTION 16. INDEMNIFICATION

A. A. *Indemnification of City.*

Franchisee shall defend, indemnify and hold harmless City, its elected officials, officers, employees, volunteers, agents, contractors, assigns and any successor or successors to City's interest from and against any and all losses, liabilities, fines, penalties, claims, damages, liabilities or judgments, including attorneys fees, arising out of or resulting in any way from City's grant of this franchise to Franchisee or Franchisee's exercise of the franchise, including the provision of services under this Agreement, unless such claim is due to the sole negligence or willful acts of the City, its elected officials, officers, employees, volunteers, agents, contractors, assigns and any successor or successors to City's interest.

This provision shall survive the expiration of the period during which collection services are to be provided under this Agreement. City and Franchisee agree to confer following any trial to decide jointly whether to appeal or to oppose any appeal. In the event City and Franchisee jointly agree to appeal, or to oppose any appeal, City and Franchisee agree to share equally the costs of appeals. Should either City or Franchisee decide to appeal, or to oppose an appeal, and the other decide not to appeal, or to oppose an appeal, the party which decides to appeal, or to oppose an appeal, shall bear all fees and costs of the appeal or the opposition to the appeal.

B. B. *Hazardous Substances Indemnification.*

Franchisee shall defend, indemnify and hold harmless City, its elected officials, officers, employees, volunteers, agents, contractors, assigns and any successor or successors to City's interest from and against any and all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, City or its elected officials, officers, employees, volunteers, agents, contractors, assigns and any successor or successors to City's interest arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance in any Solid Waste collected by Franchisee pursuant to this Agreement, is or has been transported, transferred, processed, stored, disposed of or has otherwise come to be located by Franchisee at places other than facilities owned and operated by Franchisee, or its activities pursuant to this Agreement result in a release of hazardous substances into the environment. This indemnity is intended to operate as an agreement pursuant to § 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. § 9607(e), and

California Health and Safety Code § 25364, to defend, protect, hold harmless and indemnify City from all forms of liability under CERCLA, other statutes or common law for any and all matters addressed in this section and shall be limited to the extent of the City's liability, if any. This provision shall survive the expiration of the period during which collection services are to be provided under this Agreement.

With respect to Solid Waste collected by Franchisee pursuant to this Agreement which has been transported, transferred, processed, stored, disposed of or has otherwise come to be located by Franchisee at places owned or operated by Franchisee, its subsidiaries or affiliates, on the date of execution of this Agreement, or any other disposal facility offering a Hazardous Substances Indemnification Provision which, in City's judgment offers the same or greater protection as provided in Exhibit "A", Franchisee shall deliver a Hazardous Substances Indemnification in the form, or the form in substance, as set forth in Exhibit "A" to this Agreement.

C. CERCLA Defense Records.

Franchisee shall maintain data retention and preservation systems which can establish where Solid Waste collected in the City was landfilled (and therefore establish where it was not landfilled), along with a copy or summary of the reports required by Sections 9.B, 9.C, 16.A.2, and 16.B above, for fifty (50) years after the expiration of the Initial Term or Extended Term, if applicable. Franchisee agrees to notify City's Risk Manager and City Attorney before destroying such records. This provision shall survive the expiration of the period during which collection services are to be provided under this Agreement.

D. AB 939 Indemnification.

Franchisee agrees to meet the requirements of City's SRRE with respect to the Solid Waste it collects within the City. Franchisee agrees to protect, defend, indemnify and hold City, its elected or appointed officials, officers, employees, volunteers, agents, assigns and any successor or successors to City's interest harmless against all fines or penalties imposed by the California Integrated Waste Management Board now CalRecycle in the event the diversion, source reduction and recycling goals of AB 939 are not met by City with respect to the waste stream covered by this Agreement, or Franchisee's delays in providing information prevents City from submitting reports required by AB 939 in a timely manner.

19. SECTION 17. INSURANCE

During the term of this Agreement, Franchisee shall, at its sole cost and expense, carry, maintain, and keep in full force and effect insurance of the types and in the minimum, amounts as set forth below:

A. General Liability Insurance. Franchisee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a \$2,000,000 completed operations aggregate.

B. Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

D. Additional Insured Requirements. The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

E. If the Franchisee maintains higher limits than the minimum limits shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Franchisee.

F. Required Carrier Rating. All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. All required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition of the Standard & Poor's rating guide.

G. Primacy of Franchisee's Insurance. All policies of insurance provided by Franchisee shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Franchisee's insurance and shall not contribute to it.

H. Waiver of Subrogation. All insurance coverage provided pursuant to this Agreement shall not prohibit Franchisee or Franchisee's officers, employees, agents, subContractors or subconsultants from waiving the right of subrogation prior to a loss. Franchisee hereby waives all rights of subrogation against City and agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies whether or not the City has received a waiver of subrogation endorsement from the insurer.

I. Verification of Coverage. Franchisee acknowledges, understands and agrees that City's ability to verify the procurement and maintenance of the insurance required is critical to safeguarding City's financial well-being and, indirectly, the collective well-being of the residents of the City. Accordingly, Franchisee warrants, represents and agrees that it shall furnish City with certificates of insurance and endorsements evidencing the coverage required on forms satisfactory to City in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates of insurance and endorsements shall be received and approved by City as a condition precedent to Franchisee's commencement of any work. Upon City's written request, Franchisee shall also provide City with certified copies of all required insurance policies and endorsements.

J. Notice of Cancellation.

1. All insurance policies shall provide that the insurance coverage shall not be cancelled or modified by the insurance carrier without thirty (30) days prior written notice to Franchisee, or ten (10) days notice if cancellation is due to nonpayment of premium. Additionally, Franchisee shall provide immediate notice to the City if Franchisee receives a cancellation or policy revision notice from the insurer.

2. Franchisee agrees that it will not cancel or reduce any required insurance coverage. Franchisee agrees that if it does not keep the aforesaid insurance in full force and effect, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Franchisee's expense, the premium thereon.

K. Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

20. SECTION 18. PERFORMANCE BOND.

A. Upon execution of this Agreement, Franchisee shall provide the City with a surety in the amount of \$10,000 or another amount as approved by City Council. The surety shall be in the form of a Performance Bond, letter of credit, or performance bond at the Franchisee's option and shall be referred to as the "Performance Bond." The Performance Bond must be provided through a financial institution, and on terms, satisfactory to the City, and shall serve as security for the faithful performance by Franchisee of all the provisions and obligations of this Agreement.

B. The Performance Bond may not allow the bond surety to substitute another person to perform franchise services. The Performance Bond must provide for payment of moneys to the City upon Franchisee's failure to pay the City an amount

owing under this Agreement. The Performance Bond may be assessed by the City for purposes enumerated under this Agreement, including, but not limited to:

1. Franchise Fees
2. Reimbursement of costs borne by the City to correct violations of the Agreement not corrected by Franchisee, after City provides notice in accordance with section 20, below.
3. Reimbursement of costs borne by the City arising out of the enforcement of any provision of this Agreement.
4. Liquidated damages, late penalty payments established under this Agreement, and fines or penalties imposed by the California Integrated Waste Management Board now CalRecycle in the event the diversion, source reduction and recycling goals of AB 939 or amendments thereto are not met by City with respect to the waste stream covered by this Agreement, or Franchisee's delays in providing information prevents City from submitting reports required by AB 939 in a timely manner.
5. To provide monetary remedies or to satisfy damages assessed against Franchisee due to a material breach of this Agreement.

C. Franchisee shall deposit a sum of money or a replacement instrument sufficient to restore the Performance Bond to the original amount within thirty (30) days after notice from the City that any amount has been withdrawn from the Performance Bond. Franchisee shall be relieved of the foregoing requirement to replenish the Performance Bond during the pendency of an appeal from the City's decision to draw on the Performance Bond.

D. In the event City draws on the Performance Bond, all of City's costs of collection and enforcement of the provisions relating to the Performance Bond called for by this section, including reasonable attorneys' fees and costs, shall be paid by Franchisee.

E. Any decision or order of City under this Section 18 may be appealed by Franchisee to the City Council as provided by section 20, below.

21. SECTION 19. EMERGENCY SERVICE.

Franchisee shall assist City in the event of a major disaster, such as an earthquake, storm, riot or civil disturbance (hereinafter, "Emergency"), by providing collection vehicles and drivers normally assigned to the City, at rates to be determined by resolution of the City Council. In the event that an Emergency prevents the City Council from establishing rates for emergency services, rates charged by Franchisee shall be

subject to the approval of the City Council or their designee. The City reserves the right to contract with one or more solid waste haulers during an Emergency if the City Manager determines that such services are warranted during such period.

22. SECTION 20. ADMINISTRATIVE REMEDIES; IMPOSITION OF DAMAGES; TERMINATION.

A. A. Monitoring of Agreement.

The City (or any independent consultant or agent acting on City's behalf) shall have the right and authority to monitor the provisions hereof and Franchisee's performance hereunder to ensure that all of the terms and conditions are adhered to and that all reporting requirements and information are timely and accurately reported to City.

B. B. Termination.

All terms and provisions of this Agreement are material and binding and failure of Franchisee to fully-perform any term or provision hereof or to provide any of the services described herein shall be a breach of this Agreement, which may lead to termination.

C. C. Notice; Response; Resolution; Appeal.

1. **Notice of Deficiencies: Response.** If the City Manager (or his or her designee, whichever is applicable) determines that Franchisee has breached this Agreement, the California Integrated Waste Management Act (including, but not limited to, requirements for diversion, source reduction and recycling as to the waste stream subject to this Agreement) or any other applicable federal, state or local law or regulation, including but not limited to, the laws governing collection, transfer, storage or disposal of solid and Hazardous Waste, the City Manager (or his or her designee, whichever is applicable) shall advise Franchisee in writing of such suspected deficiencies, specifying the deficiency in reasonable detail and setting forth a reasonable time within which Franchisee shall respond. Unless the circumstances necessitate correction and response within a shorter period of time or unless a shorter period of time is required by this Agreement, Franchisee shall respond to the written notification of deficiencies within twenty (20) days from the receipt by Franchisee of such written notice. Franchisee may request additional time to correct deficiencies, but City may (in its sole discretion) refuse to grant such request.

2. Review by City Manager: Notice of Appeal.

a. The City Manager (or his or her designee, whichever is applicable) shall review any written response from Franchisee and make a decision on the matter. If the City Manager's decision is adverse to Franchisee, the City Manager may order remedial actions to cure any deficiencies, assess the Bond or invoke any other remedy in accordance with this Agreement, including termination. In addition, the City Manager shall inform Franchisee of the specific facts found and evidence relied on, and the legal basis in provisions of the Agreement or other laws for the decision and any remedial action taken or ordered. The City Manager shall promptly inform Franchisee in writing of his decision. An adverse decision by the City Manager shall be final and binding on Franchisee unless Franchisee files a "Notice of Appeal" with the City Clerk within fifteen (15) days of receipt of the notification of the adverse decision.

b. In any "Notice of Appeal" Franchisee shall state all its factual contentions and include any relevant evidence Franchisee elects to submit. In addition, Franchisee shall include all its legal contentions, citing provisions of the Agreement or other laws to support its contentions.

3. **City Council Hearing.** If a matter is appealed to the City Council by Franchisee, the City Council will set the matter for an administrative hearing and act on the matter. The City Clerk shall give Franchisee a minimum of fourteen (14) days written notice of the time and place of the administrative hearing. At the hearing, the City Council shall consider the administrative record. No new legal issues may be raised, or new evidence submitted by Franchisee at this or at any further point in the proceedings, absent a showing of good cause. Franchisee's representatives and other interested persons shall have a reasonable opportunity to be heard.

4. **City Council Determination.** Based on the administrative record, the City Council shall determine by resolution whether the decision or order of the City Manager should be upheld. A tie vote of the City Council shall be regarded as upholding the decision of the City Manager. If, based upon the administrative record, the City Council determines that the performance of Franchisee is in breach of any term of this Agreement or any provision of any applicable federal, state or local statute or regulation, the City Council, in the exercise of its discretion, may order Franchisee to take remedial actions to cure the breach or impose any other remedy, up to and including termination, in accordance with this Agreement. The decision or order of the City Council shall be final and binding.

5. **Continued Performance.** Franchisee's performance under the Agreement is not excused during the period of time prior to a final determination as to whether or not Franchisee performance is in breach of this Agreement, or the time set by City for Franchisee to discontinue a portion or all of its services pursuant to this Agreement.

D. D. Cumulative Rights.

City's rights of termination are in addition to any other rights of City upon a failure of Franchisee to perform its obligations under this Agreement.

E. E. Continuation of Services.

In accordance with California Public Resources Code section 49523, termination of this Agreement for any reason shall constitute a termination of any rights of Franchisee for continuation of services under California Public Resources Code section 49520 through 49523.

23. SECTION 21. CITY'S ADDITIONAL REMEDIES.

In addition to the remedies set forth above, City shall have the following rights:

A. The right to license others to perform the services otherwise to be performed by Franchisee; and

B. The right to obtain damages and/or injunctive relief.

Both parties recognize and agree that in the event of a breach under the terms of this Agreement by Franchisee, City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief to enforce the provisions of this Agreement and to enjoin the breach thereof.

24. SECTION 22. FRANCHISE TRANSFER; CITY CONSENT; FEES.

A. Franchisee shall not transfer, sell, hypothecate, sublet or assign (collectively "transfer") the franchise, or any of the rights or privileges of the franchise either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, either by act of Franchisee or by operation of law, without the prior written consent of City. Any attempt to do any of the foregoing with respect to any of the rights herein without the consent of City shall be grounds for immediate termination of this Agreement. For purposes of this Agreement, any dissolution, merger, consolidation, change in control or other reorganization of Franchisee or transfer of any interest of stock shall be deemed a violation of this section. A change of corporate name only shall not be deemed to be a violation of this section.

B. Any application for a franchise transfer shall be made in a manner prescribed by the City Manager. The applicant for the transfer shall demonstrate to the City's satisfaction that it has the operational and financial ability to carry out the

obligations of the Agreement. Franchisee shall reimburse the City for all reasonable consultants', attorneys' and staff costs directly related to the City's consideration of the application for transfer whether or not the City approves the application for transfer of the franchise. City's request for reimbursement under this section shall be supported with evidence of the expense or cost incurred. Franchisee shall reimburse City within thirty (30) days of receipt of City's request for reimbursement.

C. If the City Council approves the transfer, the City may impose reasonable conditions of approval.

D. Notwithstanding the above, Franchisee shall be entitled to pledge, encumber, or grant any security interest in the franchise provided that Franchisee shall first notify and obtain City's consent to such transaction, subject to the following conditions:

1. Any consent so granted by City shall not be deemed a consent to the exercise by such pledge, encumbrance or secured party of any rights of the holder under the franchise, permit, license or other authorization unless so noted by the City.

2. Any consent so granted by City shall not be deemed a consent to any subsequent transfer or assignment as referred to herein. Any such subsequent transfer or assignment shall be deemed an assignment of the franchise, permit, license or other authorization within the meaning of this section.

3. The pledge, encumbrance, or secured party shall have executed and delivered to City an instrument in writing agreeing to be bound by the provisions of the franchise, permit, license or other authorization.

25. SECTION 23. COOPERATION IN PREPARATION FOR TERMINATION OR EXPIRATION OF CONTRACT

Prior to, and at, the end of the Term or in the event this Agreement is terminated for cause prior to the end of the Term, and if any individual customer notifies it intends to change service providers from Franchisee to another company, Franchisee shall cooperate fully with City and any subsequent Solid Waste enterprise it designates to assure a smooth transition of service. Franchisee's cooperation shall include, but not be limited to, providing route lists, Billing information and other operating records needed to service all premises covered by this Agreement. Cooperation is required in a timely manner if City were to choose to prepare a request for proposals or a new agreement, during document preparation and as at the time of transition. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Franchisee shall provide a new service provider with all properly labeled keys, security codes and remote controls used to access garages and Bin enclosures. Franchisee shall be responsible for coordinating transfer, including removing Franchisee's Containers, immediately after Franchisee's final pickups, so as not to disrupt service. Franchisee shall provide City with detailed route sheets containing service names and addresses, Billing names and addresses, monthly rate and service levels (number and size of Containers and pickup days) at least ninety (90) days prior to the transition date, and provide an updated list two (2) weeks before the transition and a final list of changes the day before the transition. Franchisee shall provide means of access to the new service provider at least one (1) full business day prior to the first day of collection by another party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.

26. SECTION 24. GENERAL PROVISIONS.

A. A. *Force Majeure.*

Franchisee shall not be in default of this Agreement in the event that the collection, transportation and/or disposal services of Franchisee are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires; strikes, lockouts and other labor disturbances; or other catastrophic events which are beyond the reasonable control of Franchisee. "Other catastrophic events" does not include the financial inability of Franchisee to perform or failure of Franchisee to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public entity where such failure occurs where Franchisee has failed to exercise reasonable diligence. In the event a labor disturbance interrupts the collection, transportation and/or disposal of Solid Waste by Franchisee, as required under this Agreement, City may elect to exercise its rights under this Agreement. City may allow other haulers to service and bill Franchisee's customers in the event the Franchisee cannot provide service.

B. B. *Computer Hardware and Software.*

All reports and other information required to be maintained pursuant to this Agreement shall be maintained in a computer data base.

C. C. *Independent Status.*

Franchisee is an independent entity and not an officer, agent, servant or employee of City. Franchisee is solely responsible for the acts and omissions of its officers, agents, employees, Franchisees and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City

and Franchisee, nor an arrangement for the disposal of hazardous substances. Neither Franchisee nor its officers, agents, employees, Franchisees and subcontractors shall obtain any rights to retirement or other benefits that accrue to City employees.

D. D. Pavement Damage.

Normal wear and tear on City streets resulting from general vehicular traffic excepted, Franchisee shall be responsible for damage to City's driving surfaces, whether or not paved, resulting from the operation of Franchisee's vehicles providing Solid Waste collection services within the City. Franchisee understands that the exercise of this franchise may involve operation of its collection vehicles over private roads and streets. Disputes between Franchisee and its service recipients as to damage to private pavement are civil matters and therefore, complaints of damage to same shall be referred to Franchisee as a matter within its sole responsibility.

E. E. Property Damage.

Any physical damage caused by the negligent or willful acts or omissions of Franchisee (its officers, agents, employees, Franchisees and subcontractors) to public or private property shall be repaired or replaced by Franchisee at Franchisee's sole expense.

F. F. Law to Govern; Venue.

This Agreement shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

G. G. Fees and Gratuities.

Franchisee shall not, nor shall it permit any officer, agent or employee to, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of Solid Waste required to be collected under this Agreement.

H. H. Changes in the Law.

This Agreement is part of City's efforts to comply with the provisions of the California Integrated Waste Management Act of 1989, ("AB 939") as it from time to time may be amended and as implemented by the regulations of the California Integrated Waste Management Board now CalRecycle ("Regulations"), as they from time to time may be amended, and the City's SSRE, as it may be amended from time to time. In the event that AB 939 or other state or federal laws or regulations enacted or amended after this Agreement has been executed, prevent or preclude compliance with one or more provisions of this Agreement, or significantly increase Franchisee's costs, such

provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations, and Franchisee may seek a rate increase to offset the costs directly attributable to the amended or newly enacted provision of law or regulations.

L. L. Amendments.

Amendments must be in writing, duly executed by the parties hereto.

J. J. Notices.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by telecopy or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City: City Manager
 City of Bell Gardens
 7100 South Garfield Ave.
 Bell Gardens, California 90201
 Fax Number (562) 806-7709

To Franchisee: _____

 Fax: _____

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. Notice shall be deemed effective on the date personally served or if mailed, three (3) business days from the date such notice is deposited in the United States mail.

K. K. Savings Clause and Entirety.

If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

L. L. Political Contributions.

Pursuant to the City Municipal Code and or other applicable legislation, Franchisee is forbidden to make any contribution to a candidate or committee of a

candidate for a municipal office of the City until completion of services to be performed under this Agreement.

M. M. Use of City Name.

Franchisee shall not use the words "BELL GARDENS" or "CITY" or like words in its corporate names, style of business, or on its equipment, nor shall Franchisee utilize the stated words in any publication, promotion, program, etc., without the prior expressed written consent of the City.

WITNESS the execution of this Agreement on the day and year written above.

CITY OF BELL GARDENS

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Franchisee: _____

By: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On _____ before me, _____, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

NOTARY SEAL

EXHIBIT "A"

HAZARDOUS SUBSTANCES INDEMNIFICATION

“ _____ “ herein after referred to as "HAULER", agree to indemnify, defend (with counsel approved by the City), protect and hold harmless City from and against all claims, actual damages, natural resources damages, injuries, costs, response, remediation and removal costs, losses, liabilities, causes of action, interest, and expenses (including but not limited to reasonable attorney's and expert's fees) of any kind whatsoever paid, incurred, suffered or incurred by or against City resulting from any repair, cleanup, removal action or response action undertaken pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (hereinafter "CERCLA"), the California Health and Safety Code (hereinafter "H&S Code") or other similar federal, state or local law or regulation, with respect to Commercial Solid Waste collected, transported and disposed of by HAULER at any landfill or other facility either utilized for the disposal of solid waste, recyclable material, or other materials, or as may be designated or specified by the hauler or the City in any SRRE, SRRP, hauler report, memorandum, or other instrument which so designates the location/facility for the disposal of solid waste and recyclable material as specified in the City Municipal Code, Ordinances, Resolutions, the California Public Resources Code or other instrument so designated by the City or other agency with jurisdiction.

The foregoing indemnity shall be null and void as to City in the event City delivers or causes delivery of Excluded Waste from City owned or operated facilities to any landfill, recycling facility or other location or facility transported and disposed of by HAULER at any landfill designated or specified by the hauler or the City in any SRRE, SRRP, hauler report, memorandum, or other instrument which so designates the location/facility for the disposal of solid waste and recyclable material. The term of the foregoing indemnity shall be for a period of five (5) years from and after the effective date of the Commercial Non-Exclusive Franchise Agreement and shall automatically continue thereafter for the term of the Commercial Agreement unless terminated by the City at least ninety (90) days prior to the initial term of the Commercial Non-Exclusive Franchise Agreement. If terminated by the City, the foregoing indemnity will not apply to Commercial Solid Waste delivered to those landfills, as set forth in the provisions stated above, on and after the effective date of termination, but will continue to apply to Commercial Solid Waste delivered to the referenced landfill(s) or other facility utilized by the hauler prior to the effective date of termination.

The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the H & S Code to defend, protect, hold harmless and indemnify City from all forms of liability under CERCLA, the H & S Code or other similar federal, state or local law or regulation.

Notwithstanding any provision herein to the contrary, the foregoing indemnity is expressly conditioned upon the implementation by City, pursuant to the Commercial

Non-Exclusive Franchise Agreement, of a program for minimization and proper recycling, treatment and disposal of Hazardous Waste generated or accumulated by Commercial Premises.

The following terms used above shall have the indicated meanings:

"City" means the City of Bell Gardens, its elected or appointed officials, officers, employees, volunteers, agents, Franchisees, assigns and any successor or successors to City's interest.

"Commercial Agreement" means an executed Non-Exclusive Franchise Agreement between the City and HAULER for Integrated Waste Management of Commercial Solid Waste, dated and attached previously hereto.

"Commercial Premises" means all premises in the City, as defined in the City Municipal Code, City Ordinances and Resolutions, California Public Resources Code, and/or the City's Hauler/Recycler Manual. The term "Commercial Premises" includes, but is not limited to, stores; offices; federal, state, City and local governmental facilities, including but not limited to schools, school district offices, special districts and water districts (to the extent permitted by law); restaurants; rooming houses; hotels; manufacturing, processing, or assembly shops or plants; hospitals; clinics; and convalescent centers and nursing homes (non-medical waste only), and those premises as defined in the City Municipal Code, City Ordinances and Resolutions, California Public Resources Code, and/or the City's Hauler/Recycler manual.

"Commercial Solid Waste" means all types of solid waste (As defined by the City Municipal Code, City Ordinances and Resolutions, California Public Resources Code, and/or the City's Hauler/Recycler Manual) generated or accumulated at, or collected from, Commercial Premises within City's geographical boundaries by or on behalf of City, which waste is permitted to be disposed of at those landfills defined in the above referenced documents relating to landfill identification and falls within the definition of "Non-hazardous Solid Waste" set forth in **Title 23, Chapter 15, Section 2523 (a) of the California Code of Regulations.**

"Excluded Waste" means waste other than Commercial Solid Waste including but not limited to Hazardous Waste. Notwithstanding any provision herein to the contrary, "Excluded Waste" does not include minimums quantities of Hazardous Waste of a type, nature, quantity, amount or concentration commonly present in Commercial Solid Waste remaining in the waste stream following implementation of the program for minimization and proper recycling, treatment and disposal of Hazardous Waste set forth above.

"Hazardous Waste" means any waste materials or mixture of wastes defined as "hazardous substances", "hazardous waste" or "designated waste" pursuant to the **Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et**

seq., the Comprehensive Environmental' Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the California Health and Safety Code, the California Water Code, the California Integrated Waste Management Act, or other similar federal, state or local law or regulation. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

By: _____

Title: _____

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On _____ before me, _____, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

NOTARY SEAL



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 8.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, City Manager
BY:	Rozanne Adanto, Director of Recreation & Community Services
SUBJECT:	MOU FOR REIMBURSEMENT OF MEAL PROGRAM
DATE:	April 27, 2020

RECOMMENDATION:

It is staff's recommendation that the City Council, by motion, approve the attached Memorandum of Understanding and adopt the attached resolution.

BACKGROUND/DISCUSSION:

Over the years, the Recreation and Community Services has partnered with Empowered 4 Life, Inc. to provide the Summer Lunch Program at various park sites and the Supper Meal Program at the Neighborhood Youth Center and Bell Gardens Veterans Park. Meals provided were free to the Community for children 1 - 18 years of age. Meals at the Neighborhood Youth Center and Veterans Park were suspended in mid-March due to the COVID-19 orders to shut down City facilities.

Meals for this program are reimbursed by the State of California, Department of Education through the Food Service Program at a per meal rate, and the full reimbursement rate has been issued to Empowered 4 Life, Inc. over the years. The reimbursement rate has varied from \$4.65 to the current rate of \$5.0425 per meal over the last three (3) years. Qualifying reimbursable items are administration, meal supplies, meal preparation personnel, and meal distribution personnel.

Most recently, during Spring Break, 2020, the Department utilized Empowered 4 Life, Inc. to provide 9000 meals over a six (6) day period during the Montebello Unified School District closure.

On Monday, April 20, 2020 Staff entered into discussions with Empowered 4 Life, Inc. in regards to resuming the Supper Meal Program as a Grab and Go meal service for children 1 - 18 years of age. Meals would be provided at (3) three park sites: Neighborhood Youth Center, John Anson Ford Park and Bell Gardens Veterans Park, each distributing five hundred (500) meals per site to commence on Monday, April 27, 2020. Also negotiated, is a reimbursed rate of \$1 per meal to the City of Bell Gardens, by Empowered 4 Life, Inc. A daily reimbursement of \$1500 per day or \$4500 per week would off-set the cost of 10-12 part-time staff for distribution of the meals.

CONCLUSION:

By approving the Memorandum of Understanding the Recreation and Community Services Department will receive funds at a rate of \$1 per meal from Empowered for Life, Inc. for the free

Supper Meal Program at three (3) park sites to support the children of Bell Gardens.

FISCAL IMPACT:

Estimated revenue through the remainder of the fiscal year at \$40,500 with annual revenues estimated at \$234,000. Funding would offset part time personnel assigned to the program.

ATTACHMENTS:

Exhibit 1 - Resolution No.2020-30

Exhibit 2- Mou with Empowered4Life, Inc.

Exhibit 3 - Supper Program Flyer

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

RESOLUTION NO. 2020-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF BELL GARDENS AND EMPOWERED 4 LIFE, INC. FOR THE REIMBURSEMENT OF DISTRIBUTION PERSONNEL FOR THE SUPPER MEAL PROGRAM

WHEREAS, the City of Bell Gardens (hereinafter “City”) and Empowered 4 Life, Inc. (hereinafter “Empowered 4 Life”) have worked closely over the years to provide meals for the City’s children; and

WHEREAS, meals have been distributed through the Summer Lunch Program and the Supper Meal Program; and

WHEREAS, meals under these programs are reimbursed by the State of California, Department of Education through the Food Service Program at a per meal rate to cover the costs for administrative fees, meal supplies, meal preparation personnel and meal distribution personnel; and

WHEREAS, meals were previously suspended in mid-March due to COVID-19 order to shut down City facilities; and

WHEREAS, the City now wishes to resume the Supper Meal Program as a Grab and Go Meal service for children ages 1 to 18 at the Neighborhood Youth Center, John Anson Ford Park and Bell Gardens Veterans Park, each distributing five hundred (500) meals per day.

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council, hereby finds and determines that the foregoing recitals are true and correct, constitute a material part of this resolution, and therefore incorporate them herein in their entirety as part of the findings.

SECTION 2. The City Council of the City of Bell Gardens approved the Memorandum of Understanding (hereinafter “MOU”) in substantially the same form as Exhibit “2” to the Agenda Report accompanying this Resolution and authorizes the City Manager to execute the MOU, along with all exhibits thereto, and other ancillary documents necessary to effectuate the intent and objectives of the MOU and this Resolution.

SECTION 3. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED and ADOPTED this 27th day of April 2020.

THE CITY OF BELL GARDENS

Alejandra Cortez, Mayor

APPROVED AS TO FORM:

ATTEST:

Rick Olivarez
City Attorney

Jane Halstead
City Clerk

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF BELL GARDENS AND EMPOWERED 4 LIFE, INC., A NON-PROFIT ORGANIZATION, FOR THE REIMBURSEMENT OF DISTRIBUTION PERSONNEL FOR THE SUPPER MEAL PROGRAM

This Agreement is entered into by the City of Bell Gardens (hereinafter "City") and Empowered 4 Life, Inc., a non-profit organization (hereinafter "Empowered 4 Life"), for the purpose of reimbursement of \$1 per meal for the Free Supper Meal Program part-time personnel providing the distribution services.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It shall remain in force and effect unless explicitly terminated, in writing, by either party.

II. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of \$1 per meal for part-time personnel costs incurred by the City.

III. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all meal service programs provided by Empowered 4 Life to the City, until the termination of this MOU.

IV. TERMS, CONDITIONS, AND PROCEDURES

a. Assignment of Officer(s)

1. To the maximum extent possible, City shall assign part-time personnel to distribute meals to children during the Supper Meal Program, which will take place Monday through Friday at the Neighborhood Youth Center, John Anson Ford Park and Bell Gardens Parks.

b. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. City shall submit reimbursement request invoices on a bi-weekly basis.

c. Reimbursement

1. Reimbursements shall be made by check made payable to the City of Bell Gardens.
2. The City of Bell Gardens remains fully responsible, as the employer of the part-time recreation personnel, for the payment of salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or

contract, regardless of the reimbursable overtime charges incurred.

3. City shall submit all requests for the reimbursement to Empowered 4 Life on a bi-weekly basis.

V. REVISIONS

- a. The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

EMPOWERED 4 LIFE, INC. (Empowered 4 Life)

By: _____ Date _____

CITY OF BELL GARDENS (“City”)

By: _____ Date _____
Michael B. O’Kelly
City Manager

APPROVED AS TO FORM:

By: _____ Date _____
Rick R. Olivarez
City Attorney’s Office



BELL GARDENS  Recreation & Community Services

**Parks
Make
Life
Better!**

Supper PROGRAM

FREE MEALS

Ages 1 - 18 years old

“GRAB-N-GO”

**Starting
Monday, April 27**

**Monday - Friday
3:00 pm - 4:00 pm**

All abilities WELCOME!



Locations

**Bell Gardens
Veterans Park
6662 Loveland St.**

**John Anson
Ford Park
8000 Park Lane**

**Neighborhood
Youth Center
5856 Ludell St.**

For more information: Call (562) 806-7650 or visit us at www.bellgardens.org



BELL GARDENS



Recreation & Community Services

**Parks
Make
Life
Better!**

PROGRAMA DE *Cena* COMIDAS GRATIS

Edades 1 - 18 años



“GRAB-N-GO”

Comenzando
lunes 27 de abril

lunes - viernes
3:00 pm - 4:00 pm

**¡Todas las habilidades
son BIENVENIDAS!**



Sitios

**Bell Gardens
Veterans Park
6662 Loveland St.**

**John Anson
Ford Park
8000 Park Lane**

**Neighborhood
Youth Center
5856 Ludell St.**

Para más información: llame al (562) 806-7650 o visítenos en www.bellgardens.org



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 9.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O’Kelly, City Manager
BY:	Gustavo Romo, Community Development Director
SUBJECT:	URGENCY ORDINANCE ENACTING A TEMPORARY MORATORIUM ON PROPERTY CONVERSION/UTILIZATION FOR COVID-19 QUARANTINE FACILITIES AND OTHER RELATED EFFORTS
DATE:	April 27, 2020

RECOMMENDATION:

It is staff’s recommendation that the City Council adopt Urgency Ordinance No. 905 establishing a temporary moratorium on the conversion and/or utilization of hotels, motels, and/or other residential or commercial properties into quarantine/isolation facilities and other related efforts as well as COVID-19 related testing sites, until May 31, 2020 with the ability to extend further.

BACKGROUND/DISCUSSION:

Due to the global COVID-19 pandemic that has resulted in stay-at-home orders, social distancing protocols, and temporary business closures, Counties throughout California, with the push from the State, have been contracting with hotels and motels to establish temporary COVID-19 quarantine facilities while simultaneously establishing temporary homeless shelters within these facilities to protect susceptible members of the population.

These facilities, although well-intended, have not been properly vetted through the City’s leaders and have left many unanswered questions.

As such, cities are taking it upon themselves to protect their residents and business owners by adopting temporary moratoria to ensure proper measures are put into place before such facilities can be approved.

Thus far, Staff is aware that several cities have expressed disapproval to County Officials, and others have established moratoria prohibiting such actions without first obtaining City approval.

It is not staff’s intent to prevent quarantine/isolation facilities and other related efforts that will help alleviate the COVID-19 pandemic or other homeless housing efforts and initiatives. The City is however, focused on ensuring that such facilities are properly vetted.

In addition, such facilities should concentrate on prioritizing the City’s residents when providing housing, yet these considerations have not been clear from the start. Instead, staff is now being informed that these quarantine facilities have the following two distinct programs in mind:

1. Provide temporary housing for COVID-19 symptomatic individuals and/or families from anywhere in the County; and

2. Provide temporary housing for homeless individuals and/or families regardless of COVID-19 symptoms.

CONCLUSION:

Due to the social and economic impacts such facilities could have on our community, staff believes it is in the City's best interest to adopt Urgency Ordinance No. 905 with an expiration date of May 31, 2020 but with ability to extend it further if necessary.

FISCAL IMPACT:

Although not yet known, it is anticipated that absence of the subject moratorium could result in greater economic impacts than what is already being experienced by the community.

ATTACHMENTS:

Exhibit 1 - Ordinance No. 905-U

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

URGENCY ORDINANCE NO. 905-U

AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA ENACTING A TEMPORARY MORATORIUM ON (1) THE CONVERSION/ UTILIZATION OF HOTELS, MOTELS, OR OTHER RESIDENTIAL AND COMMERCIAL PROPERTIES, FOR HIRE OR RENT, LOCATED IN THE CITY OF BELL GARDENS FOR PURPOSES OF CREATING COVID-19 QUARANTINE/ ISOLATION, AND OTHER RELATED EFFORTS, WITHOUT PRIOR CITY APPROVAL, (2) DRIVE THROUGH COVID-19 RELATED TESTING LOCATIONS WITHOUT PRIOR CITY APPROVAL, AND (3) RESTATING AND REAFFIRMING THE IMPORTANCE OF LOCAL CONTROL OVER LAND USE MATTERS AND RELATED ACTIVITIES DURING THE CURRENT STATE OF EMERGENCY RESULTING FROM THE NOVEL CORONAVIRUS (COVID-19)

WHEREAS, in late December 2019, several cases of unusual pneumonia began to emerge in the Hubei province of China. On January 7, 2020, a novel corona virus now known as COVID-19 was identified as the likely source of the illness; and

WHEREAS, on January 30, 2020, the World Health Organization (“WHO”) declared COVID-19 a Public Health Emergency of International Concern. On January 31, 2020, the United States Secretary of Health and Human Services declared a Public Health Emergency; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

WHEREAS, on March 11, 2020, WHO publicly characterized COVID-19 as a pandemic; and

WHEREAS, on March 16, 2020, Governor Newsom issued Executive Order N-28-20 which suspends “[a]ny provision of state law that would preempt or otherwise restrict a local government’s exercise of its police power to impose substantive limitations on residential or commercial evictions ... including, but not limited to, any such provision of Civil Code Sections 1940 et seq.” to the extent such provisions would otherwise restrict such exercise; and

WHEREAS, on March 16, 2020, the County of Los Angeles Department of Public

Health ordered the closure of all gyms, bars, and ordered all restaurants to close their sit-in areas and offer take-out or delivery services only; and

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 to affirm the directives of the March 19, 2020 Memorandum on identification of Essential Critical Infrastructure Workers During COVID-19 Response; and

WHEREAS, on March 19, 2020, the County of Los Angeles Department of Public Health issued a Mandatory Safer at Home Order, ordering the closure of all non-essential businesses until April 19, 2020, then issued a Revised Order on March 21, 2020 to align with the Governor of California's March 19th order; and

WHEREAS, on March 27, 2020, Governor Newsom issued Executive Order N-37-20 ("Executive Order N-37-20") which prevents evictions for a period of sixty (60) days of "a tenant from a residence or dwelling unit for nonpayment of rent" who satisfies requirements set forth in said order; and

WHEREAS, on March 20, 2020, the City of Bell Gardens declared its own State of Emergency by adopting Resolution No. 2020-22, which adopted by reference the orders and mandates of the County of Los Angeles' "Safer at Home Order for the Control of COVID-19" and the Governor's Executive Order N-33-20; and

WHEREAS, as of April 23, 2020, the State of California identified 16,435 cases of COVID-19 in Los Angeles County and seven hundred twenty-nine (729) deaths; and

WHEREAS, due to the global COVID-19 pandemic that has resulted in stay-at-home orders, social distancing protocols, and temporary business closures, counties throughout California, with the push from the State, have been contracting with hotels and motels to establish temporary COVID-19 quarantine facilities while simultaneously establishing temporary homeless shelters within these facilities to protect susceptible members of the population; and

WHEREAS, these facilities, although well-intended, have not been properly vetted by the City's leaders and have left many unanswered questions. As such, cities are taking it upon themselves to protect their residents and business owners by adopting temporary moratoria that ensure proper measures are put into place before such facilities can be approved; and

WHEREAS, City staff became aware at the end of March that Los Angeles County had contracted with a local hotel to establish a quarantine facility and had a conference call townhall meeting after-the-fact on April 14, 2020, which resulted in additional concerns from the local residents; and

WHEREAS, the City Council desires to temporarily prohibit and impose a moratorium upon owners and/or operators of hotels, motels, or other residential and commercial properties for hire or rent, located in the City of Bell Gardens, from converting

or utilizing their business or property for COVID-19 quarantine/isolation facility purposes, and other related efforts, without prior City approval; and

WHEREAS, thus far, staff is aware that several cities have expressed disapproval to County officials, and others have established moratoria prohibiting such actions without first obtaining City approval; and.

WHEREAS, it is not the City's intent to prevent quarantine/isolation facilities that will help alleviate the COVID-19 pandemic and other related efforts, but rather, to ensure that such facilities are properly vetted and also take care of the City's immediate population rather than bringing additional residents to an already densely populated area; and

WHEREAS, it is the City's opinion that such facilities should concentrate on prioritizing the City's residents when providing housing; and

WHEREAS, Government Code Sections 36934 and 36937(b) authorize the City to adopt an Urgency Ordinance for the immediate preservation of the public peace, health and safety, provided that such Urgency Ordinance is passed by a four-fifths votes of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. Title. This Urgency Ordinance shall be known as the "Temporary Moratorium on the Conversion/Utilization of Property in Bell Gardens for Purposes of COVID-19 Quarantine/Isolation, and Other Related Efforts, Without City Approvals."

SECTION 3. Urgency Findings. The purpose of this Urgency Ordinance is to protect the public peace, health, safety, and public welfare of the residents and all stakeholders of the City of Bell Gardens by ensuring oversight to regulate and prohibit COVID-19 quarantine/isolation facilities, testing sites, and drive-through locations and other related efforts, within the City without prior City approval; the City Council has reconsidered the conditions giving rise to the "local emergency" declaration made by the City Council on March 20, 2020, and has determined that the conditions giving rise to the local emergency continue to exist, and in fact have become more dire since the original declaration was made; and this Urgency Ordinance is created pursuant to the City's general police powers to protect the health, safety, and welfare of its residents and exists in addition to any rights and obligations under state and federal law.

SECTION 4. Application. This Urgency Ordinance is specifically intended for hotels and motels, which are most likely to be approached by the County or other agencies for various homeless housing efforts and initiatives, including but not limited to,

COVID-19 related housing. The foregoing notwithstanding, this Urgency Ordinance shall be applicable to all properties in the City of Bell Gardens that the County or any other organizations may propose to use for similar type efforts and initiatives.

SECTION 5. Moratorium. This Urgency Ordinance shall terminate on May 31, 2020, unless further extended by action of the City Council through the adoption of an Urgency Ordinance extending this ordinance. The City Council further recognizes and confirms its authority and control as found in California Government Code Section 8634 which states: “During a local emergency the governing body of a political subdivision...may promulgate orders and regulations necessary to provide for the protection of life and property....” (Emphasis added). During the pendency of this Urgency Ordinance, the owners and/or operators of hotels, motels or other residential and commercial properties for or rent, shall first apply to the City in writing for any proposed use of City motels, hotels or other property for the sheltering of homeless individuals or any of the activities described in Section 4, above. Within fifteen (15) calendar days from the approval of this Urgency Ordinance, the City Manager shall prepare and present for City Council consideration and approval policies and forms for the consideration of such requests by owners and/or operators of hotels, motels or other residential and commercial properties for or rent, which policies and forms may be approved and ratified by the City Council. Such requests shall be submitted and shall satisfy the baseline requirements of Section 9.20.103 (Emergency Shelters) of the Bell Gardens Municipal Code and such other criteria as may be adopted by the City Council by way of the policies described above. The City shall be under no obligation to consider or process requests until such time as the policies referenced above are approved.

SECTION 6. Environmental. This Urgency Ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines, as it is not a “project” and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (Cal. Code Regs., tit.14, § 15378, subd. (a).) Further, this Urgency Ordinance is exempt from CEQA as there is no possibility that it or its implementation would have a significant negative effect on the environment. (Cal. Code Regs., tit.14, § 15061, subd. (b)(3).)

SECTION 7. Inconsistent Provisions. Any provision of the Bell Gardens Municipal Code or appendices thereto inconsistent with the provisions of this Urgency Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Urgency Ordinance.

SECTION 8. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Urgency Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Urgency Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared

invalid or unconstitutional.

SECTION 9. Construction. The City Council intends this Urgency Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Urgency Ordinance shall be construed in light of that intent. To the extent the provisions of the Bell Gardens Municipal Code as amended by this Urgency Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Urgency Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 10. Publication and Effective Date. This Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Sections 36934 and 36937 and shall be in full force and effect upon its adoption by a four-fifths (4/5) vote of the City Council. The City Clerk shall cause this Urgency Ordinance to be published or posted once within fifteen (15) days after its adoption.

PASSED, APPROVED, and ADOPTED this 27th day of April, 2020.

THE CITY OF BELL GARDENS

Alejandra Cortez, Mayor

APPROVED AS TO FORM:

ATTEST:

Rick Olivarez
City Attorney

Jane Halstead
City Clerk