



# City Council Agenda

Special Meeting

**Wednesday, August 4, 2010**  
**5:00 PM**

City Council Chambers  
6330 Pine Avenue

Oscar Hernandez  
**Mayor**

Teresa Jacobo  
**Vice Mayor**

Luis Artiga  
**Councilman**

George Mirabal  
**Councilman**

Lorenzo S. Velez  
**Councilman**

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

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

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

### City Council Organization

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

### Addressing the City Council

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

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

### Compliance with Americans with Disabilities Act

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

# **City of Bell**

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

***August 4, 2010– 5:00 P.M.  
City Council Chambers***

### ***I. Call to Order***

- 1.01** Pledge of Allegiance to the Flag.
- 1.02** Roll call of City Council in their capacities as Councilmembers.

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

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

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

# ***City of Bell***

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

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

- 3.01 PUBLIC EMPLOYEE APPOINTMENT** pursuant to Government Code Section 54957, Title: Interim City Attorney.
- 3.02 CONFERENCE WITH LEGAL COUNSEL** pursuant to Government Code Section 54956(b) Potential Litigation.  
Three (3) Cases

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

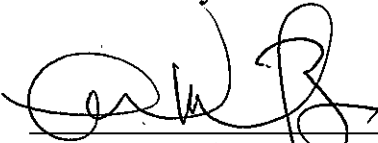
## ***IV. Council Business***

- 4.01 Consideration of Contract for Administrative Services with Urban Associates, Inc.**

## ***V. Adjournment***

**Next Regular Meeting, Monday August 16, 2010 at 7:00 P.M.**

I, Rebecca Valdez, CMC, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on August 3, 2010 twenty-four hours prior to the meeting as required by law.



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Rebecca Valdez, CMC  
City Clerk

# City of Bell



## Memorandum

DATE: August 4, 2010  
TO: Mayor and Council Members  
FROM: Rebecca Valdez, City Clerk  
BY: James M. Casso, Special Counsel  
SUBJECT: Interim City Administrative Officer Professional Services Agreement

### RECOMMENDATION:

Staff recommends approval of the professional services agreement between the City of Bell ("City") and Urban Associates, Inc., for Interim City Administrative Officer services, through its representative Pedro Carrillo.

### BACKGROUND:

On July 22, 2010, the City Council appointed Pedro Carrillo as the City's Interim City Administrative Officer ("Interim CAO"). The City Council must now approve a professional services agreement ("Agreement") for the provision of Interim CAO services.

Urban Associates and Pedro Carrillo have substantial experience in professional consulting services to municipalities throughout California, their services have included city management, economic development, redevelopment and other advisory services.

Pursuant to the terms of the proposed Agreement, the Interim CAO will provide the following services:

1. Perform services required by the City Council and/or other related City agencies;
2. Regular and unlimited attendance at City Council and the meetings of the City's related agencies, including closed sessions, special meetings and study sessions;
3. Attend all agenda and Department Head meetings;
4. Attend regularly scheduled office hours at City Hall; and
5. Attend various meetings that require the presence of the Interim CAO.

The proposed fee for the Interim CAO services is \$175,000.00, plus reimbursement for any costs or expenses incurred, provided that such costs and expenses are in accordance with customary City practices, and are in compliance with all applicable State laws. The Agreement also provides that Carrillo may utilize employees of Urban Associates to assist in the performance of the Agreement. Use of any additional Urban Associates employees is subject to approval of the City Council during an open public meeting. Further, under the terms of the Agreement, Urban Associates and Pedro Carrillo are classified as independent contractors, and therefore Carrillo is not entitled to any City benefits.

When determining the fee for the Interim CAO, staff reviewed salaries from 29 cities located in the San Gabriel Valley (see table below). Based on this salary survey, staff determined that the average city manager salary in the San Gabriel Valley is \$184,326.62, this figure is \$9,362.62 less than the fee proposed by staff for Interim CAO services. Moreover, many of the cities in the San Gabriel Valley also offer benefits to their respective city managers include health and welfare and retirement benefits. The cost of the benefits offered by the various municipalities would cause the average base salary to increase substantially. Staff therefore is of the opinion that the proposed \$175,000.00 fee is reasonable based on similar positions in similar cities.

**San Gabriel Valley City Manager Salaries**

<b>City</b>	<b>City Manager Salary</b>
Alhambra	\$209,337.00
Arcadia	\$214,032.00
Azusa	\$212,483.00
Baldwin Park	\$180,000.00
Covina	\$199,500.00
Diamond Bar	\$194,000.00
Duarte	\$205,344.00
El Monte	\$170,000.00
Glendora	\$201,816.00
Industry	\$158,133.00
La Habra Heights	\$160,000.00
La Mirada	\$187,300.00
La Puente	\$160,000.00
La Verne	\$194,580.00
Monrovia	\$181,956.00
Montebello	\$180,000.00
Pasadena	\$264,999.00
Pico Rivera	No current city manager
Rosemead	\$175,000.00
San Dimas	\$196,452.00
San Marino	\$192,096.00
San Gabriel	\$181,546.00
Santa Fe Springs	\$194,000.00
Sierra Madre	\$142,992.00
South El Monte	\$120,000.00
South Pasadena	\$109,900.00
Temple City	\$195,000.00
Walnut	\$196,650.00
West Covina	\$223,656.00
Whittier	\$145,600.00
<b>Average Salary:</b>	<b>\$184,326.62</b>

**ATTACHMENT:** Professional services agreement between the City of Bell and Urban Associates, Inc.  
1490209.2

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INTERIM CITY  
ADMINISTRATIVE OFFICER SERVICES TO THE CITY OF BELL**

**1. PARTIES AND DATE.**

This Professional Services Agreement (“Agreement”) is made as of the 4th day of August, 2010, by and between the City of Bell, a California municipal corporation with its principal place of business at 6330 Pine Avenue, Bell, CA 90201 (“City”), and Urban Associates, Inc., a California corporation, with its principal place of business at 5800 South Eastern Avenue, Suite 260, Commerce, CA 90040 (“Urban Associates”). Urban Associates and City are also hereinafter referred to collectively as the “Parties” and individually as “Party”.

**2. RECITALS.**

A. Urban Associates desires to perform and assume responsibility for the provision of certain city administrative services required by the City and its related agencies on the terms and conditions as set forth in this Agreement. Urban Associates represents that it is experienced in providing management services to public agencies, is licensed to do business in the State of California and is familiar with the City. Urban Associates provides professional consulting services to several municipal clients throughout California which include city management, economic development, redevelopment and other advisory services.

B. City desires to engage Urban Associates, through its representative, Pedro Carrillo, (“Carrillo”) to render city administrative officer services to the City and its related agencies as set forth in this Agreement.

**3. TERM.**

The term of this Agreement shall be effective as of July 22, 2010, and shall expire on July 21, 2011, unless terminated in accordance with Section 9.

**4. GENERAL SCOPE OF SERVICES.**

Urban Associates shall serve as the Interim City Administrative Officer and the administrative officer for the City’s related agencies (collectively hereinafter “CAO”) and shall perform such services as may be required from time to time by the City and/or other City related agencies and the respective officers as set forth by this Agreement. Carrillo shall be the person designated by Urban Associates to serve as the CAO. Carrillo shall serve as an officer of the City pursuant to the authority and requirements as set forth in the Charter of the City of Bell and the Bell Municipal Code Chapter 2.08 and any other applicable laws, ordinances or regulations.

All data, studies, reports and other documents prepared by Urban Associates while performing its Services during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information and other materials either created by or provided by the City to Urban Associates in connection with the performance of this Agreement shall be held confidential by Urban Associates and shall remain the property of the City. Such materials shall not, without the prior written consent of the City Council, be used by Urban Associates for any

purposes other than the performance of its Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of Services under this Agreement, except as required by law. If disclosure is required by law, prior to disclosure, Urban Associates shall advise the City in writing of the required disclosure.

In designating Carrillo as the Interim City Administrative Officer, the Parties agree that no change or modification in this assignment shall be made without the prior written consent of the City. The Parties understand and agree that Carrillo may, from time to time, utilize other Urban Associates employees to assist him in the performance of this Agreement, subject to City Council approval at an open and public meeting of the City Council. These services shall be compensated as set forth in Section 6 of this Agreement.

## **5. STATUS OF URBAN ASSOCIATES.**

Urban Associates is an independent contractor of the City. Neither Urban Associates nor any of its employees, including Carrillo, is or will be treated as an employee of the City under this Agreement. Urban Associates and Carrillo shall fulfill its professional responsibilities and duties under this Agreement in a manner that is ethical and consistent with the duties of public officials. City acknowledges that as a shareholder of Urban Associates, Carrillo shall also have duties with Urban Associates that may require his attention on a daily basis, and that Carrillo shall be permitted to attend to such duties during the term of this Agreement.

Payments made to Urban Associates pursuant to this Agreement shall be the sole and complete compensation to which Urban Associates is entitled. Urban Associates is solely responsible for any taxes levied by local, state or federal authorities on such sums. Urban Associates shall defend and indemnify the City for any taxes, fines, penalties and attorneys' fees assessed or threatened to be assessed against City for failure to properly withhold taxes as a result of any determination that Urban Associates, or any of Urban Associates' employees, is an employee rather than an independent contractor of City.

City will not make any contribution to any retirement plan or Social Security on behalf of Urban Associates or any of Urban Associates' employees. Urban Associates shall defend and indemnify the City for any contribution, fines, penalties and attorneys' fees assessed or threatened to be assessed against City for failure to contribute to any retirement plan or Social Security as a result of any determination that Urban Associates, or any of Urban Associates' employees, is an employee rather than an independent contractor of City.

City will not make any payments to Urban Associates, or its employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker's compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Urban Associates shall defend and indemnify the City for any payment, fines, penalties and attorneys' fees assessed or threatened to be assessed against City for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Urban Associates, or any of its employees, is an employee rather than an independent contractor of City.

In the event that Urban Associates or any employee, agent, or subcontractor of Urban Associates providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Urban Associates shall indemnify,

defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Urban Associates or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Urban Associates, Carrillo and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

## **6. COMPENSATION AND SERVICES.**

Urban Associates shall be paid an annual fee of \$175,000.00, which shall be divided into \$7,291.66 per pay period and one payment of \$7291.82.

Urban Associates shall provide the following basic Services:

- Regular and unlimited attendance at City Council and the meetings of the City's related agencies, including closed sessions, special meetings and study sessions;
- Regular and unlimited attendance at agenda meetings;
- Regular and unlimited attendance at department head meetings;
- Regular office hours at City Hall;
- Regular and unlimited attendance at various meetings requiring the presence of the CAO.

Additional services shall be paid in accordance with the rates provided on Exhibit "A" attached to this Agreement. Urban Associates shall be entitled to reimbursement for any costs or expenses incurred in performance of Urban Associates' duties under this Agreement, provided that such costs and expenses are in accordance with the customary practices of the City and in compliance with applicable State laws. City shall provide reimbursement for or pay directly for any professional conferences or seminars affecting the operations of the City, inclusive of travel, lodging and other related expenses.

## **7. BILLING.**

A. Billing. City shall pay Urban Associates as set forth in Section 6, above, without invoice. If Urban Associates performs any additional services which are not included in the basic services set forth in Section 6, above, Urban Associates shall submit to the City within thirty (30) days after the end of each month, a statement for fees due for such additional services, as described in the preceding sentence, and a detailed description of the services provided along with the duration and date of such services. The City shall review Urban Associates' monthly statements and, if approved, pay Urban Associates for all such additional services within thirty (30) days of invoice.

B. Objections to Billing. Urban Associates encourages the City to advise it promptly of any charge which appears incorrect. Urban Associates will assume all charges are acceptable if City does not express any concerns regarding billing within thirty (30) days of its mailing to City.

C. Dispute Resolution. In the event of any question or dispute regarding any billing matter covered by this Agreement, either the City Attorney or Urban Associates may request that such matter be referred to the City Council for resolution. The determination of the City Council shall be final and binding. In the event of a dispute, Urban Associates shall not withhold and City data, studies, reports and other documents prepared or given to Urban Associates.

## **8. INSURANCE COVERAGE AND INDEMNIFICATION.**

A. Insurance. Urban Associates shall maintain professional liability insurance with a total limit of liability in excess of \$1,000,000 per claim, \$1,000,000 aggregate, and a deductible of not less than \$250,000 for each claim. Urban Associates shall also maintain general liability, business automobile liability and employer's liability insurance in the amount of \$2,000,000, as well as workers compensation coverage at the statutory amounts prescribed by law, but in no event less than \$1,000,000.

Urban Associates shall provide a copy of valid insurance certificates and proof of coverage as required by the City. In addition, Urban Associates shall provide the City with a Certificate of Insurance or required endorsements naming the City as an additional insured (except on the professional liability policy), indicating that Urban Associates' policy is primary over any insurance covered by the City and will not be cancelled without thirty (30) days prior written notice to the City, ten (10) days notice if cancellation is due to nonpayment of premium.

B. Indemnification. With regard to services performed by Urban Associates in good faith which are within the scope of the CAO, as described herein, City agrees to hold harmless, defend and indemnify Urban Associates and its elective and appointive boards, owners, officers, agents, shareholders and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with the use of property, arising out of or in any way connected with Urban Associates' performance of this Agreement, except if caused by the willful misconduct of Urban Associates and except as may be prohibited by law.

With regard to services performed by Urban Associates for City which are not within the scope of the CAO, Urban Associates hereby agrees to protect, indemnify and hold City and its employees, officers, agents and representatives free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of the negligent acts, errors or omissions by Urban Associates in the performance of its Services under this Agreement. Urban Associates' obligation to defend shall arise regardless of any claim or assertion that the City caused or contributed to any losses. This provision is not intended to create any cause of action in favor of any third party against Urban Associates or the

City or to enlarge in any way Urban Associates' liability but is intended solely to provide for indemnification of the City for liability for damages or injuries to third persons or property arising from Urban Associates' negligent performance hereunder.

Carrillo, and those Urban Associates' employees acting on behalf of the City, shall be entitled to all immunities and defenses available to City officials.

**9. TERMINATION OF AGREEMENT.**

This Agreement may be terminated at any time upon written notice from either Party, with or without cause. In the event of such termination, Urban Associates shall be paid the monthly fee which shall be prorated according to the effective date of termination. Upon the employment of a permanent City Administrative Officer, as set forth in the Charter of the City of Bell and the Bell Municipal Code Section 2.08, the City Council may agree to retain the services of Urban Associates in order to continue the implementation of projects or assignments or any other matters at the discretion of the City Council. The fee for these services will be negotiated at that time.

**10. CONFLICTS OF INTEREST.**

Pursuant to applicable State and local laws, ordinances and regulations, in rendering the services to the City under this Agreement, Urban Associates and Carrillo shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Urban Associates' and Carrillo's duties under this Agreement.

**11. COOPERATION WITH CITY COUNCIL AND CITY ATTORNEY.**

The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement. Urban Associates shall work cooperatively with the City Council and the City Attorney's office and keep them informed on all matters of importance as they arise.

**12. ATTORNEYS' FEES.**

Except as otherwise provided in this Agreement, if either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

**13. NOTICES.**

All notices required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered or when deposited with the United States Post Office, postage prepaid.

Notices to the City shall be addressed as follows:

**City of Bell**  
6330 Pine Avenue  
Bell, CA 90201  
Attn: Rebecca Valdez, City Clerk

Notices to Urban Associates shall be addressed as follows:

**Urban Associates, Inc.**  
5800 South Eastern Avenue  
Suite 260  
Commerce, CA 90040  
Attn: Pedro Carrillo

**14. ENTIRE AGREEMENT.**

This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

**15. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of California. Venue shall be Los Angeles County.

**16. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS.**

Nothing in this agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council at any time to assign or reassign work from or to Urban Associates.

**17. WAIVER.**

No waiver of any default shall constitute a waiver of any other default or breach whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

**18. NO THIRD PARTY BENEFICIARIES.**

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**19. INVALIDITY; SEVERABILITY.**

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**20. PROHIBITED INTERESTS.**

Urban Associates agrees to file, or shall cause its employees or consultants to file, a Statement of Economic Interest and any other forms that may be required pursuant to the Political Reform Act of 1974, as amended, with the City’s Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**21. AUTHORITY TO ENTER AGREEMENT.**

Urban Associates has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

**22. COUNTERPARTS.**

This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the City of Bell and Urban Associates have executed this Agreement as of the date first written above.

**CITY OF BELL**

**URBAN ASSOCIATES, INC.**

By: \_\_\_\_\_  
Oscar Hernandez, Mayor

By: \_\_\_\_\_  
Pedro Carrillo

*Attest:*

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

EXHIBIT "A"

Hourly Rates

Senior Planner - \$115.00

Financial/Management Analyst - \$95.00

Associate Planner - \$75.00

Assistant Planner - \$70.00

Administrative/Clerical - \$60.00

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