



# **City Council Agenda**

Regular Meeting

**Monday, August 16, 2010  
7:00 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.

All items submitted for the City Council Agenda must be in writing. The deadline for submitting these items is 4:00 P.M. ten days prior to the meeting. The City Clerk's office receives all such items.

*Meeting of  
Bell City Council  
Bell Community Redevelopment Agency  
Bell Community Housing Authority*

*August 16, 2010– 7:00 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, Community Redevelopment Agency Members and Community Housing Authority Commissioners.

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

Meeting of  
Bell City Council  
Bell Community Redevelopment Agency  
Bell Community Housing Authority  
August 16, 2010

## *II. Communications From The Public*

**This is the time and place for the general public to address the City Council, Community Redevelopment Agency, Surplus Property Authority, Community Housing Authority and Public Finance Authority on items, which are not listed on this agenda and are within their jurisdiction. State law prohibits any item not previously included on this Agenda from being addressed. Any matter discussed may be referred to the Chief Administrative Officer to submit a report at the next meeting.**

### ***III. Consent Calendar***

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

- 3.01** Review and Approval of 2010 JAG Grant Application.
- 3.02** Approval of the Adoption of the Local Development Report (LDR) Certifying that the City of Bell Meets the Conformity Criteria of the 2004 Congestion Management Program (CMP); and Approval of Resolution No. 2010-23.

#### **RESOLUTION NO. 2010-23**

**A RESOLUTION OF THE CITY OF BELL, CALIFORNIA, FINDING THE CITY OF BELL TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089.**

- 3.03** Approval of Warrants dated August 16, 2010 in the amount of \$3,818,123,12 (186 checks and 8 Wire Transfers).

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

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

- 4.01** Consideration of an Agreement with Urban Associates, Inc. to provide Interim City Administrative Officer services and designating Pedro Carrillo as Interim Chief Administrative Officer.

***Recommendation: Approve the Agreement in furtherance of the Council's 5-0 unanimous vote on July 22, 2010 in closed session to appoint Pedro Carrillo Interim Chief Administrative Officer and retain Urban Associates, Inc.***

- 4.02** Consideration of a Resolution Authorizing an Agreement with the law firm of Meyers Nave to Provide Legal Services and Designating James M. Casso as Interim City Attorney.

***Recommendation: Approve the Agreement in furtherance of the Council's 5-0 unanimous vote on August 4, 2010 in closed session to appoint James M. Casso Interim City Attorney and retain the law firm Meyers Nave.***

- 4.03** Consideration of a Resolution Setting the Fiscal Year 2010-11 Rate of the Annual Voter-approved Property Tax Override to Fund Pension and Related Retiree Obligations.

***Recommendation: Approve the Resolution to set the FY 2010-11 tax rate for property tax override to fund pension and related retiree obligations.***

- 4.04** Consideration of a Resolution Designating the City's Representative to the CSAC Excess Insurance Authority.

***Recommendation: Approve the Resolution to designate the CAO as the City's representative to the CSAC EIA.***

- 4.05** Consideration of a Resolution Establishing and Implementing a Photocopying Fee for Duplication of Records Pursuant to the California Public Records Act.

***Recommendation: Approve the Resolution to establish a fee for public records in accordance with the California Public Records Act.***

- 4.06** Consideration of a resolution ordering, calling and giving notice of a general municipal election on Tuesday, March 8, 2011 to fill three City Council seats, requesting and consenting to consolidation of the election with the regular election to be held on the same date and requesting that Los Angeles County to conduct the election.

***Recommendation: Approve the Resolution to consolidate the City's next election for seat(s) on the City Council to have the County take charge and administer the next election.***

- 4.07** Consideration of an Agreement with Hanna, Brophy, MacLean, McAleer & Jensen, LLP to provide special counsel legal services in workers' compensation matters.

***Recommendation: Approve the Agreement to retain the firm Hanna Brophy et al. for workers' compensation related legal services.***

### *V. Community Redevelopment Agency*

**The Bell Community Redevelopment Agency will convene to conduct their business meeting. Pursuant to the Ralph M. Brown Act public comments may be received on agenda items prior to the Board of Directors taking action.**

- 5.01** Approval of Community Redevelopment Agency warrants dated August 16, 2010 in the amount of \$1,055.02 (4 checks).
- 5.02** Identification of items for next Community Redevelopment Agency Meeting.
- 5.03** Adjournment.

### *VI. Community Housing Authority*

**The Bell Community Housing Authority will convene to conduct their business meeting. Pursuant to the Ralph M. Brown Act public comments may be received on agenda items prior to the Board of Directors taking action.**

- 6.01** Approval of Community Housing Authority warrants dated August 16, 2010 in the amount of \$7,984.94 (14 checks).

**6.02** Identification of Items for next Community Housing Authority.

**6.03** Adjournment.

**The City Council will now reconvene to identify items they wish to discuss at the next meeting. These items will not be acted on at this meeting, only identified for the next meeting.**

***VII. Identification of Items for Next City Council Meeting.***

***VIII. Mayor and City Council Communications***

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

***IX. Closed Session***

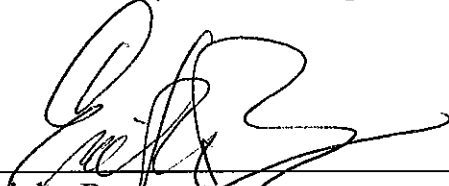
**The City Council will recess to a closed session to confer with legal counsel regarding:**

- 9.01 PUBLIC EMPLOYEE EVALUATION** pursuant to Government Code Section 54957  
Title: Interim Chief Administrative Officer.
- 9.02 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**  
Initiation of litigation pursuant to subdivision (c) of Section 54956.9: Three (3) potential cases.

***X. Adjournment***

**Next Regular Meeting, Monday September 20, 2010 at 7:00 P.M.**

I, Ericka Perez, Deputy City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on August 13, 2010 seventy-two hours prior to the meeting as required by law.

  
\_\_\_\_\_  
Ericka Perez  
Deputy City Clerk


# City of Bell

## MEMORANDUM

**DATE:** AUGUST 16, 2010

**TO:** MAYOR AND MEMBERS OF CITY COUNCIL

**FROM:** PEDRO CARRILLO  
CHIEF ADMINISTRATIVE OFFICER

**BY:** STEVEN FINKELSTEIN   
POLICE CAPTAIN

**SUBJECT:** **REQUEST FOR REVIEW AND APPROVAL OF 2010 JAG GRANT APPLICATION**

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### RECOMMENDATION:

The Department of Justice requires that all JAG grant applications be submitted to the governing body for review, as well as presented in a public forum for comment. It is recommended the City Council review and approve the attached 2010 JAG grant application.

### BACKGROUND:

The Bell Police Officers are required to wear bullet resistant vests while in uniform and on patrol. These vests are required to be replaced every five years at a minimum, as their effectiveness diminishes. This expiration is set by the manufacturer. The vests cost approx \$750-900 each. This will allow the cost of the purchase of the bullet resistant vests to be charged to the 2010 JAG grant, thus no cost to the City of Bell.

**City of Bell Police Department**  
**Justice Assistance Grant**

**Project Narrative**

The City of Bell Police Department has a gross need for replacement of our expired and soon to be expired bullet resistant vests. These vests expire every five years and present an officer safety hazard if not replaced with new vests. In order for these vests to work as designed, they must be replaced at a taxing expense to the organization. This expends funds that could otherwise be used to fund other programs.

The City of Bell has limited resources in regards to funding this necessary equipment. The cost of the equipment has been prohibitive. So, for these reasons, this grant is being submitted in order to provide the necessary equipment to provide the officers with the safety equipment that is needed. The equipment needed is outlined in the Budget Narrative and estimated for the grant period. Any costs above these estimations will be absorbed by the City of Bell.

All draw downs and expenditures will be tracked by The City of Bell Finance Department and charged to an account set up solely for the grant funds.

The Goals and Objectives are to ensure the officer's safety and provide them with the equipment needed. These goals and objectives will be met almost immediately upon funding of the grant, as this request is for equipment only.

**Budget Narrative**

**A. Personnel Services:** None

**B. Fringe Benefits:** None

**C. Travel:** None

**D. Equipment:**

1) **Bullet resistant Safety Vests**

These will be used to replace expired and soon to be expired bullet resistant safety vests for the uniformed police officers.

*Cost: \$18,952.00*

**E. Supplies:** None

**F. Consultants/Contracts:** None

**G. Other Costs:** None

**H. Indirect Costs:** None

**Total costs: \$18,952.00**

**Review Narrative**

This program has been submitted for review on 6-15-10. The (30) day compliance will be met prior to award and drawdown.

***Submitted by,  
Captain Steven Finkelstein  
Bell Police Department  
Email: sfinkelstein@cityofbell.org  
Office (323) 585-1245 ext 266***



## **CITY OF BELL**

**DATE:** July 19, 2010

**TO:** Mayor and City Council

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

**BY:** Dennis A. Tarango, Director of Building and Planning

**SUBJECT:** Adoption of the Local Development Report (LDR) Certifying that the City of Bell Meets the Conformity Criteria of the 2004 Congestion Management Program (CMP); and Approval of Resolution No. 2010-23

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### **RECOMMENDATION**

It is recommended that the City Council conduct a required Public Hearing and approve Resolution No. 2010-23, adopting the 2208 Local Development Report (LDR) certifying that the City of Bell meets the conformance criteria of the current Congestion Management Program (CMP).

### **BACKGROUND**

The CMP was enacted by the state legislature with the passage of Assembly Bill 471 (1989) as amended by Assembly Bills 1791 (1990), 1435 (1992), 3093 (1992), 1963 (1994). Addressing congestion relief and the diminishing quality of life occurring in many communities is the aim of passing of the CMP statute. With voter approval of Proposition 111, requirements of the CMP became effective in June 1990. Accordingly the Los Angeles Metropolitan Transportation Authority (MTA) is responsible for the administration of the CMP.

Tracking development activity and transportation improvements in the City of Bell are the requirements of the CMP. Thus, development activity is associated with debits and transportation improvements are linked with generating credits. Balancing the two factors is the intent. Also, jurisdictions are to adopt and submit to MTA a Local Development Report (LDR), which states the City's positive balance. Those jurisdictions with a negative balance are in non-compliance with

the CMP, which may result in the withholding of gas tax revenues or eligibility for transportation grant funds.

Demonstrating that the City complies with the requirements of the CMP is the purpose of the LDR. According to the CMP, the LDR must include:

- Resolution of Compliance
- Deficiency Plan Summary
- New Development Activity Report
- Transportation Improvement Credit Claims

## CITY OF BELL

### RESOLUTION NO. 2010-23

A RESOLUTION OF THE CITY OF BELL, CALIFORNIA, FINDING THE CITY OF BELL TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089

WHEREAS, CMP statute requires the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), acting as the Congestion Management Agency for Los Angeles County, to annually determine that the County and cities within the County are conforming to all CMP requirements; and

WHEREAS, LACMTA requires submittal of the CMP Local Development Report by September 1 of each year; and

WHEREAS, the City Council held a noticed public hearing on July 19, 2010.

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF BELL HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Bell has taken all of the following actions, and that the City of Bell is in conformance with all applicable requirements of the 2004 CMP adopted by the LACMTA Board on July 22, 2004.

By June 15, of odd-numbered years, the City of Bell will conduct annual traffic counts and calculated levels of service for selected arterial intersections, consistent with the requirements identified in the CMP Highway and Roadway System chapter.

The City of Bell has locally adopted and continues to implement a transportation demand management ordinance, consistent with the minimum requirements identified in the CMP Transportation Demand Management chapter.

The City of Bell has locally adopted and continues to implement a land use analysis program, consistent with the minimum requirements identified in the CMP Land Use Analysis Program chapter.

The City of Bell has adopted a Local Development Report, attached hereto and made a part hereof, consistent with the requirements identified in the 2004 CMP. This report balances traffic congestion impacts due to growth within the City of Bell with transportation improvements, and

The City of Bell has adopted a Local Development Report, attached hereto and made a part hereof, consistent with the requirements identified in the 2004 CMP. This report balances traffic congestion impacts due to growth within the City of Bell with transportation improvements, and demonstrates that the City of Bell is meeting its responsibilities under the Countywide Deficiency Plan consistent with the LACMTA Board adopted 2003 Short Range Transportation Plan.

SECTION 2. That the City of Bell Clerk shall certify the adoption of this Resolution and shall forward a copy of this Resolution to the Los Angeles County Metropolitan Transportation Authority.

**ADOPTED this 16<sup>th</sup> day of August 2010.**

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**MAYOR**

**ATTEST:**

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**Rebecca Valdez**  
**CITY CLERK**

**I CERTIFY that the foregoing Resolution No. 2010-23 was adopted by the City Council of the City of Bell at a regular meeting thereof held on the 16<sup>th</sup> day of August 2010 by the following vote:**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Rebecca Valdez**  
**CITY CLERK**

Contact: Carlos M. Chacon  
 Phone Number: (323) 588-6211

**CONGESTION MANAGEMENT PROGRAM  
 FOR LOS ANGELES COUNTY**

**2010 DEFICIENCY PLAN SUMMARY<sup>1</sup>**

**\* IMPORTANT: All "#value!" cells on this page are automatically calculated.  
 Please do not enter data in these cells.**

**DEVELOPMENT TOTALS**

**RESIDENTIAL DEVELOPMENT ACTIVITY**

**Dwelling Units**

Single Family Residential	0.00
Multi-Family Residential	0.00
Group Quarters	0.00

**COMMERCIAL DEVELOPMENT ACTIVITY**

**1,000 Net Sq.Ft.<sup>2</sup>**

Commercial (less than 300,000 sq.ft.)	0.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

**NON-RETAIL DEVELOPMENT ACTIVITY**

**1,000 Net Sq.Ft.<sup>2</sup>**

Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

**OTHER DEVELOPMENT ACTIVITY**

**Daily Trips**

ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

**EXEMPTED DEVELOPMENT TOTALS**

Exempted Dwelling Units	0
Exempted Non-residential sq. ft. (in 1,000s)	0

1. Note: Please change dates on this form for later years.

2. Net square feet is the difference between new development and adjustments entered on pages 2 and 3.

**City of Bell**

Date Prepared: July 12, 2010

**2010 CMP Local Development Report**

Reporting Period: JUNE 1, 2009 - MAY 31, 2010

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

**PART 1: NEW DEVELOPMENT ACTIVITY****RESIDENTIAL DEVELOPMENT ACTIVITY**

Category	Dwelling Units
Single Family Residential	0.00
Multi-Family Residential	0.00
Group Quarters	0.00

**COMMERCIAL DEVELOPMENT ACTIVITY**

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	0.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

**NON-RETAIL DEVELOPMENT ACTIVITY**

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

**OTHER DEVELOPMENT ACTIVITY**

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

**City of Bell**

Date Prepared: July 12, 2010

**2010 CMP Local Development Report**

Reporting Period: JUNE 1, 2009 - MAY 31, 2010

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

**PART 2: NEW DEVELOPMENT ADJUSTMENTS**

IMPORTANT: Adjustments may be claimed only for 1) development permits that were both issued and revoked, expired or withdrawn during the reporting period, and 2) demolition of any structure with the reporting period.

**RESIDENTIAL DEVELOPMENT ADJUSTMENTS**

Category	Dwelling Units
Single Family Residential	0.00
Multi-Family Residential	0.00
Group Quarters	0.00

**COMMERCIAL DEVELOPMENT ACTIVITY**

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	0.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

**NON-RETAIL DEVELOPMENT ACTIVITY**

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

**OTHER DEVELOPMENT ACTIVITY**

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

**PART 3: EXEMPTED DEVELOPMENT ACTIVITY**

**(NOT INCLUDED IN NEW DEVELOPMENT ACTIVITY TOTALS)**

Low/Very Low Income Housing	0	Dwelling Units
High Density Residential Near Rail Stations	0	Dwelling Units
Mixed Use Developments Near Rail Stations	0	1,000 Gross Square Feet
	0	Dwelling Units
Development Agreements Entered into Prior to July 10, 1989	0	1,000 Gross Square Feet
	0	Dwelling Units
Reconstruction of Buildings Damaged in April 1992 Civil Unrest	0	1,000 Gross Square Feet
	0	Dwelling Units
Reconstruction of Buildings Damaged in Jan. 1994 Earthquake	0	1,000 Gross Square Feet
	0	Dwelling Units
Total Dwelling Units	0	
Total Non-residential sq. ft. (in 1,000s)	0	

**Exempted Development Definitions:**

1. Low/Very Low Income Housing: As defined by the California Department of Housing and Community Development as follows:
  - Low-Income: equal to or less than 80% of the County median income, with adjustments for family size.
  - Very Low-Income: equal to or less than 50% of the County median income, with adjustments for family size.
2. High Density Residential Near Rail Stations: Development located within 1/4 mile of a fixed rail passenger station and that is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre is automatically considered high density.
3. Mixed Uses Near Rail Stations: Mixed-use development located within 1/4 mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing.
4. Development Agreements: Projects that entered into a development agreement (as specified under Section 65864 of the California Government Code) with a local jurisdiction prior to July 10, 1989.
5. Reconstruction or replacement of any residential or non-residential structure which is damaged or destroyed, to the extent of > or = to 50% of its reasonable value, by fire, flood, earthquake or other similar calamity.
6. Any project of a federal, state or county agency that is exempt from local jurisdiction zoning regulations and where the local jurisdiction is precluded from exercising any approval/disapproval authority. These locally precluded projects do not have to be reported in the LDR.



## **CITY OF BELL**

### **PUBLIC HEARING NOTICE** **RESOLUTION No. 2010-23**

**NOTICE IS HEARBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF BELL WILL CONDUCT A PUBLIC HEARING TO ADOPT RESOLUTION NO. 2010-23 FINDING THE CITY OF BELL TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA CODE SECTION 65089**

The Public Hearing will be held by the City Council on Monday, July 19, 2010 at 7:00 PM in the Bell City Council Chambers located at 6330 Pine Avenue, Bell, CA 90201.

All interested parties are encouraged to appear and express their concerns on the proposed project. If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this Notice, or in written correspondence delivered to the public entity conducting the hearing at, or prior to, the public hearing. For further details contact Mr. Carlos M. Chacon, Assistant City Planner, at 323.588.6211.

POSTED: July 9, 2010

# City of Bell

## Agenda Report

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DATE: August 16, 2010

TO: Mayor and Council Members

FROM: Rebecca Valdez, City Clerk

BY: James M. Casso, Interim City Attorney

SUBJECT: Interim Chief Administrative Officer Professional Services Agreement

### RECOMMENDATION

Consideration of an Agreement with Urban Associates, Inc. to provide Interim Chief Administrative Officer services and designating Pedro Carrillo as Interim Chief Administrative Officer

### BACKGROUND

On July 22, 2010, the City Council appointed Pedro Carrillo as the City's Interim Chief 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 a published report by the Los Angeles Times on the 2009 salaries for city managers throughout Los Angeles County (see table attached). Based on this salary survey, staff took an average of the salaries for communities with populations of approximately 35,000 to 50,000. The average city manager salary among those 15 communities was approximately \$211,750.00. Urban Associates will be paid \$175,000.00. Moreover, these cities offer benefits to their respective city managers, including health 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.

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

1490209.3

City	Name	2009 taxable compensation*	Note	Pending request	Population	Median income	Contract
Agoura Hills	Greg Ramirez City Manager	\$195,141			23,387	\$117,608	
Alhambra (charter)	Julio Fuentes City Manager	\$212,259			89,501	\$53,224	
Arcadia	Don Penman City Manager	\$220,048			56,719	\$75,808	
Artesia	Maria Dadian City Manager	\$140,399			17,608	\$60,538	
Avalon	Peter Woolson* City Manager	\$134,549			3,559	\$53,200	
Azusa	Francis Delach City Manager	\$210,070			49,207	\$53,299	
Baldwin Park	Vijay Singhal Chief Executive	\$166,875			81,604	\$56,585	
Bell (charter)	Chief Administrative Officer(VACANT)	N/A			38,867	\$40,556	
Bell Gardens	Steve Simonian City Manager	\$246,681			47,002	\$41,532	
Bellflower	Michael J. Egan City Manager	\$200,495			77,312	\$53,325	
Beverly Hills	Rod Wood* City Manager	\$301,688			36,224	\$96,312	
Bradbury	Michelle Keith City Manager	\$106,600			963	\$123,773	
Burbank (charter)	Michael Flad City Manager	\$236,588			108,469	\$64,416	
Calabasas	Tony Coralles City Manager	\$216,696			23,788	\$126,178	
Carson	Jerome G. Groomes City Manager	\$259,378			98,047	\$70,645	
Cerritos	Art Gallucci	\$236,053			54,946	\$98,212	

City	Name	2009 taxable compensation*	Note	Pending request	Population	Median income	Contract
	City Manager						
Claremont	Jeff Parker City Manager	\$228,760			37,608	\$89,804	
Commerce	Jorge Rifa City Administrator	\$209,525			13,581	\$46,245	
Compton	Charles Evans City Manager	\$292,115			99,769	\$43,157	
Covina	Daryl Parrish* City Manager	\$201,658			49,622	\$66,438	
Cudahy	George Perez City Manager	\$217,381			26,029	\$39,048	
Culver City (charter)	Mark Scott* City Manager	\$263,358			40,722	\$70,774	
Diamond Bar	James DeStefano City Manager	\$194,132			61,019	\$92,414	
Downey (charter)	Gerald M. Caton City Manager	\$222,266			113,715	\$61,839	
Duarte	Darrell C. George City Manager	\$215,467			23,124	\$68,539	
El Monte	James Mussenden* City Manager	\$189,576			126,464	\$44,415	
El Segundo	Jack Wayt City Manager	\$249,841			17,049	\$83,925	
Gardena	Mitchell Lansdell City Manager	\$236,686			61,927	\$52,897	
Glendale (charter)	James Starbird City Manager	\$223,801			207,902	\$57,112	
Glendora	Chris Jeffers City Manager	\$216,721			52,830	\$81,336	
Hawaiian Gardens	Ernesto Marquez City Administrator	\$199,635			15,884	\$46,853	
Hawthorne	Jag Pathirana	\$177,643			90,145	\$43,602	

City	Name	2009 taxable compensation*	Note	Pending request	Population	Median income	Contract
	City Manager						
Hermosa Beach	Stephen R. Burrell City Manager	\$206,000			19,599	\$109,509	
Hidden Hills	Cherie Paglia City Manager/City Clerk	\$114,329			2,025	\$203,199	
Huntington Park	Gregory D. Korduner City Manager	\$205,123			64,219	\$39,185	
Industry (charter)	Kevin Radecki City Manager	\$162,008			803	\$66,616	
Inglewood (charter)	Timothy E. Wanamaker City Administrator	\$192,547			119,053	\$46,574	
Irwindale (charter)	Robert Griego* City Manager	\$232,572			1,717	\$60,959	
La Cañada Flintridge	Mark R. Alexander City Manager	\$181,000			21,261	\$148,996	
La Habra Heights	Shauna Clark City Manager	\$160,000			6,161	\$137,034	
La Mirada	Thomas Robinson City Manager	\$197,480			50,015	\$83,514	
La Puente	Frank Tripepi City Manager	\$240,000			43,355	\$55,902	
La Verne	Martin Lomelli City Manager	\$192,781			34,051	\$83,352	
Lakewood	Howard L. Chambers City Manager	\$240,595			83,636	\$78,764	
Lancaster	Mark Bozigian City Manager	\$270,207			145,875	\$56,069	
Lawndale	Keith Breskin City Manager	\$203,971			33,641	\$53,150	

City	Name	2009 taxable compensation*	Note	Pending request	Population	Median income	Contract
Lomita	Dawn Tomita City Manager	\$150,995			21,015	\$59,059	
Long Beach	Patrick H. West City Manager	\$240,400			494,709	\$50,985	
Los Angeles City	Miguel Santana City Administrative Officer	\$262,000			4,094,764	\$48,610	
Lynwood	Roger Haley City Manager	\$225,482			73,295	\$48,518	
Malibu	Jim Thorsen City Manager	\$197,105			13,765	\$138,215	
Manhattan Beach	Geoff Dolan* City Manager	\$251,907			36,773	\$136,481	
Maywood (charter)	Vacant City Manager				30,034	\$41,203	
Monrovia	Scott Ochoa City Manager	\$198,703			39,984	\$61,504	
Montebello	Richard Torres City Administrator	\$195,000			65,781	\$52,623	
Monterey Park	June Yotsuya City Manager	\$206,204			65,027	\$55,210	
Norwalk	Ernie V. Garcia City Manager	\$227,666			109,817	\$62,412	
Palmdale	Steve Williams City Manager	\$275,285			152,622	\$63,317	
Palos Verdes Estates	Joe Hoefgen City Manager	\$169,257			14,085	\$167,344	
Paramount	Linda Benedetti-Leal City Manager	\$178,457			57,989	\$49,815	
Pasadena (charter)	Michael Beck City Manager	\$270,730			151,576	\$62,825	

City	Name	2009 taxable compensation*	Note	Pending request	Population	Median income	Contract
Pico Rivera	Charles Fuentes City Manager	\$188,295			66,967	\$56,683	
Pomona	Linda Lowry City Manager	\$201,542			163,683	\$54,242	
Rancho Palos Verdes	Carolyn Lehr City Manager	\$168,801			42,893	\$128,321	
Redondo Beach (charter)	Bill Workman City Manager			Requested 8/5/10	68,105	\$92,263	
Rolling Hills	Anton Dahlerbruch City Manager	\$173,018			1,974	\$184,777	
Rolling Hills Estates	Douglas Prichard City Manager	\$193,958			8,157	\$145,628	
Rosemead	Jeffrey Allred City Manager	\$184,000			57,756	\$49,387	
San Dimas	Blaine Michaelis City Manager	\$206,728			36,946	\$84,953	
San Fernando	Jose E. Pulido** City Administrator	\$243,000			25,366	\$54,068	
San Gabriel	Steven A. Preston City Manager	\$197,969			42,984	\$56,687	
San Marino	Matt Ballantyne City Manager	\$199,296			13,415	\$158,855	
Santa Clarita	Ken Pulskamp City Manager	\$257,579			177,641	\$88,987	
Santa Fe Springs	Fred Latham City Manager	\$217,666			17,929	\$60,445	
Santa Monica (charter)	P. Lamont Ewell City Manager	\$315,444			92,703	\$69,013	
Sierra Madre	Elaine Aguilar City Manager	\$149,992			11,099	\$88,008	

City	Name	2009 taxable compensation*	Note	Pending request	Population	Median income	Contract
Signal Hill (charter)	Kenneth Farfsing City Manager	\$240,372			11,465	\$66,283	
South El Monte	Anthony R. Ybarra City Manager	\$141,724			22,627	\$46,912	
South Gate	Ronald Bates City Manager	\$181,792			101,914	\$48,312	
South Pasadena	Lilian Myers* City Manager	\$149,784			25,881	\$76,229	
Temple City (charter)	Jose E. Pulido** City Manager	\$165,909			35,892	\$65,965	
Torrance (charter)	LeRoy Jackson City Manager	\$268,382			149,717	\$76,866	
Vernon	Donal O'Callaghan City Administrator			Requested 8/5/10	96	\$81,279	
Walnut	Robert Wishner City Manager	\$197,000			32,659	\$106,893	
West Covina	Andrew Pasmant City Manager	\$250,912			112,890	\$71,898	
West Hollywood	Paul Arevalo City Manager	\$285,496			37,805	\$52,855	
Westlake Village	Raymond Taylor City Manager	\$199,536			8,872	\$126,550	
Whittier (charter)	Steve Helvey City Manager	\$251,000			87,128	\$66,891	

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INTERIM CHIEF  
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 Chief 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 Chief 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 Chief 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 Chief 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 Chief 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, President

*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

1490227.2

# City of Bell

## Agenda Report

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DATE: August 16, 2010

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: Consideration of a Resolution authorizing an Agreement with the law firm of Meyers Nave Riback Silver and Wilson to provide legal services and designating James M. Casso as Interim City Attorney

### DISCUSSION

At its special meeting on August 4, 2010, the City Council appointed James M. Casso of the law firm of Meyers Nave Riback Silver & Wilson ("Firm") to serve as its Interim City Attorney and directed the Interim Chief Administrative Officer to negotiate and bring back to the Council for approval an Agreement setting forth the terms and conditions of the services to be performed.

The attached Resolution, if adopted, will authorize the Mayor to enter into the attached Legal Services Agreement ("Agreement") with Firm to provide Interim City Attorney services pursuant to the City Charter and Municipal Code of the City of Bell. The Agreement provides that James M. Casso has been designated as Interim City Attorney to provide City Attorney legal services to the City of Bell ("City"), including but not limited to, providing advice and counsel on pending legal matters and investigations, representing the City in judicial proceedings in state and/or federal court or other dispute resolution tribunals or before administrative agencies, negotiating contracts and drafting contracts, correspondence, resolutions and other legal documents as may become necessary. In addition, the Interim City Attorney, in consultation with the Chief Administrative Officer, may retain, on behalf of the City, such consultants, subcontractors, experts or outside legal counsel, as may be required to provide the highest standard of legal service to the City and to carry out the terms and conditions of the Agreement. The Interim City Attorney shall serve at the pleasure of the City Council, and may be removed, at any time, upon an affirmative vote of a majority of the City Council.

The Interim City Attorney /Firm will provide City with quarterly written status reports and invoices in accordance with established Billing Protocol/Guidelines as set forth in the Agreement. The fees for Interim City Attorney services under this Agreement will be billed at an hourly blended rate of \$215.00 per hour for attorney time and \$115.00 per hour for paralegal time. Other legal services the City may need that are within the Firm's expertise but outside the scope of traditional City Attorney services will be billed between \$195.00 and \$295.00 per hour, depending on the complexity of the matter and experience of the attorney handling the matter.

Cost recovery matters will be billed at the Firm's standard hourly rates as set forth in its rate schedule.

RECOMMENDATION

The Interim Chief Administrative Officer recommends that:

1. The title of the Resolution No. 2010-24 be read;
2. The City Council waive further reading of Resolution No. 2010-24; and
3. The City Council adopt Resolution No. 2010-24, authorizing an Agreement with the law firm of Meyers Nave Riback Silver and Wilson to provide Interim City Attorney legal services on behalf of the City; designating James M. Casso to serve as Interim City Attorney; and authorizing the Interim Chief Administrative Officer to allocate appropriate funding for the provision of such legal services and costs.

1499804.1

## RESOLUTION NO. 2010-24

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL AUTHORIZING A LEGAL SERVICES AGREEMENT FOR INTERIM CITY ATTORNEY SERVICES WITH THE LAW FIRM OF MEYERS NAVE RIBACK SILVER AND WILSON AND DESIGNATING JAMES M. CASSO AS INTERIM CITY ATTORNEY**

#### **SECTION 1. FINDINGS.**

(A) The City of Bell (“the City” or “Bell”), by and through its City Council is authorized by its Charter to appoint a City Attorney to provide legal services to the City in accordance with Section 701 of the City Charter, Municipal Code and laws of the State of California.

(B) The City is authorized by law to contract for City Attorney services and desires to enter into an Agreement with the law firm of Meyers Nave Riback Silver and Wilson (“Firm”) to provide such services and to designate James M. Casso, principal of Firm, to serve as the City’s Interim City Attorney.

(C) Firm and Interim City Attorney have the professional qualifications, expertise, necessary licenses and desire to provide legal services to the City.

#### **SECTION 2. LEGAL SERVICES AGREEMENT**

(A) The City Council of the City of Bell hereby authorizes and directs the Mayor of the City of Bell to execute into a legal services Agreement with Firm. A copy of said Agreement is attached hereto as Attachment A and a copy is on file with the Office of the City Clerk.

(B) The Interim Chief Administrative Officer is authorized and directed to take all appropriate actions to make available and allocate the necessary and appropriate funds to provide payment of the fees and costs required to perform the necessary services under this Agreement.

#### **SECTION 3. EFFECTIVE DATE.**

This Resolution shall take effect immediately upon adoption. The Agreement shall specify that its effective date is the date on which Firm first performed Interim City Attorney services for the City, August 4, 2010.

#### **SECTION 4. SEVERABILITY CLAUSE.**

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

**PASSED, APPROVED AND ADOPTED** this 16<sup>th</sup> day of August, 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Oscar Hernandez, Mayor

ATTEST:

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Rebecca Valdez, City Clerk

APPROVED AS TO FORM:

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Pedro Carrillo, Interim Chief Administrative Officer

1499803.1

**LEGAL SERVICES AGREEMENT  
BY AND BETWEEN  
THE CITY OF BELL, CALIFORNIA  
AND  
MEYERS NAVE RIBACK SILVER & WILSON**

This legal services agreement ("Agreement") is made and entered into on this \_\_\_\_\_ day of August, 2010 by and between the City of Bell, California, a chartered California municipal corporation ("City"), with its principal place of business located at 6330 Pine Avenue, Bell, CA 90201 and Meyers Nave Riback Silver & Wilson, a California legal corporation comprised of attorneys licensed to practice law in the State of California ("Firm") with its principal place of business located at 555 12th Street, Suite 1500, Oakland, California 94607 and with offices located at 333 South Grand Avenue, Suite 1670, Los Angeles, CA 90071. City and Firm may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure professional services more fully described in this Agreement; and,
- B. The Parties entered into the Agreement for the purpose of having Firm provide Interim City Attorney and general legal services as authorized pursuant to Section 703 of the Charter of the City of Bell and Chapter 2.16 of the Bell Municipal Code. The City desires to appoint James M. Casso, principal of Firm, as its Interim City Attorney. Firm represents that it, and its sub-consultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide legal services to the City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and compensated.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. RETENTION OF FIRM.**

- A. City hereby confirms, retains and authorizes Firm to represent City and provide legal services as may be requested, from time to time, orally or in writing, by authorized representatives of City on an as-needed basis. By this Agreement, City confirms that it has appointed James M. Casso to serve as its Interim City Attorney, effective August 4, 2010. Notwithstanding Mr. Casso's appointment as an officer of the City, the City is retaining Firm and not individual members of the Firm under this Agreement. The Interim City Attorney shall act as the legal advisor to all officers and employees of the City, recognizing that the Firm's client is the City, as a public entity.

- B. Firm shall perform such legal services for and on behalf of City under the primary direction of the Interim Chief Administrative Officer of the City. Firm shall undertake, subject to approval of Firm, such additional duties as may be authorized by City from time to time under the terms and conditions of this Agreement.
- C. Firm may retain by contract, or cause to be retained on behalf of the City, such consultants, subcontractors, experts, outside legal counsel, or other personnel, as may be required to carry out the terms and conditions of this Agreement. All contracts or agreements for services shall be in writing and shall be approved by the Interim City Attorney, in consultation with the Interim Chief Administrative Officer.

**2. DESCRIPTION OF SERVICES TO BE PROVIDED.**

Legal services are to be provided to City by Firm as directed by the Chief Administrative Officer and/or City Council. Such services are as set forth in the City Charter of the City of Bell and its Municipal Code and may include, but are not limited to, providing advice and counsel on legal matters affecting City, performing legal research, representing City in judicial proceedings in state and/or federal court or other dispute resolution tribunals or before administrative agencies, negotiating contracts and drafting contracts, correspondence, resolutions and other legal documents as may become necessary. Such services shall also include the preparation and delivery of status reports to City as specified in this Agreement.

**3. COMMENCEMENT OF WORK.**

As directed by the City Council, Firm shall perform legal services under this Agreement commencing on August 4, 2010 and shall continue to perform services as directed to do so by the Interim Chief Administrative Officer and/or City Council. Firm shall serve at the pleasure of the City Council, and may be removed, at any time, upon an affirmative vote of not less than three members of the City Council.

**4. ASSIGNMENT OF DUTIES.**

Firm will provide Interim City Attorney services. James M. Casso is designated the Interim City Attorney. Firm will also provide legal services for additional matters that City requests, either directly or indirectly, provided Firm agrees to perform that additional work. A written request for such additional work and Firm's agreement thereto shall bring such work within the scope of this agreement.

**5. PAYMENT FOR SERVICE.**

In consideration for Firm's performance of legal services on behalf of City under the terms of this Agreement, and upon review and approval of Firm's bill by the Interim Chief Administrative Officer or his designee, Firm shall be compensated at the preapproved hourly rates and for authorized expenses as set forth in Exhibit A entitled "Scope of Work and Schedule of Fees and Charges," attached and incorporated by this reference. Fees for services performed by retained consultants, subcontractors, outside legal counsel, experts or other personnel will be billed to City for payment, only if approved in writing by the Interim City Attorney.

**6. BILLING INVOICES.**

Firm shall, within thirty (30) days after the end of each calendar month in which services are performed under this Agreement, submit to the City an itemized bill, describing the specific services performed as set forth in this Agreement. The bill shall be submitted to:

City of Bell  
Pedro Carrillo  
Interim Chief Administrative Officer  
6330 Pine Avenue  
Bell, CA 90201

**7. PERSONNEL BILLING.**

Firm shall scrupulously examine all bills submitted for services tendered under this Agreement to assure that appropriate billing judgment is employed in billing City for service hereunder. Firm shall not bill for hours other than those hours expressly devoted to the tasks approved in advance by the Interim City Attorney. Firm agrees it will not bill for time which is not specifically devoted to said task(s). Firm shall not use legal professionals for secretarial work and under no circumstances shall Firm have lawyers billing for making copies, scheduling appointments or taking care of matters or work which would otherwise be work performed by a secretary. The billing format utilized to provide bills shall be set forth in the required detailed format which readily permits the full scrutiny by any City retained auditors.

**8. STATUS REPORTS.**

Firm shall, within fifteen (15) days of each calendar quarter thereafter, submit to City a written report setting forth a summary of activities performed on behalf of City during the preceding calendar quarter, the current status of each pending matter or proceeding, results obtained or expected to be obtained, a summary of invoices for the preceding quarter and such other information relating to the services rendered as City may reasonably request. See Billing Protocol/Guidelines, Exhibit B, for additional reporting requirements.

**9. TERMINATION.**

Either Party may terminate this Agreement by providing written notice to the other. Any termination hereunder shall become effective upon receipt of written notice of termination; provided, however, that Firm may exercise its right of termination only to the extent and under terms and conditions consistent with the obligations of Firm under the Rules of Professional Conduct of the State Bar of California; and provided, further, that in the event of termination, the amount due Firm for services rendered and costs and expenses incurred prior to termination shall remain due and payable. Upon the written request of the City Council, Firm agrees to turn over to any attorney substituted in its place, the entire file regarding any such matter within seven (7) days of any such termination.

**10. ASSIGNMENTS AND SUCCESSORS IN INTEREST.**

City and Firm bind themselves, their partners, successors, assigns, executors and administrators to the terms of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the Interim Chief Administrative Officer or the City Council.

**11. INDEPENDENT CONTRACTOR.**

In performing work required under this Agreement, Firm is not an agent nor employee of City but an independent contractor. Firm shall at all times act as an independent contractor with respect to the performance of this Agreement, with full rights to manage its employees subject to the requirements of the law. Neither Firm nor any employees or agents of Firm shall be considered an employee of City for any purpose.

**12. RECORDS AND DOCUMENTATION.**

Firm shall maintain complete and accurate records of the services provided to City and expenses incurred on behalf of City. Firm agrees to assist City in meeting City's reporting requirements to other agencies with respect to Firm's work under this Agreement.

**13. FAIR EMPLOYMENT.**

Firm shall not discriminate against any employee or applicant for employment in hiring, promotion or unlawfully discharge, on the basis of race, national origin, gender, age, disability, religion, marital status or sexual orientation. In the State of California this requirement is an ethical obligation of attorneys in the management of their Firms. [Rules of Professional Conduct Section 2-400(c)]

**14. INSURANCE REQUIREMENTS.**

Firm shall maintain in full force and effect the following insurance policies:

- A. Commercial general liability policy (bodily injury and property damage);
- B. Worker's compensation/employer's liability policy;
- C. Business automobile liability insurance policy; and,
- D. Professional liability policy.

Said policies shall be maintained with respect to employees and vehicles assigned to the performance of work under this Agreement with coverage amounts, endorsements, certificates of insurance and coverage verifications as set forth in Exhibit C, entitled "Insurance Requirements," attached and incorporated by this reference.

**15. CONFIDENTIALITY AND DISCLOSURE.**

The data, information and reports acquired or prepared by Firm in connection with matters upon which the City has retained Firm shall not be shown or distributed to any other public or private person or entity except as authorized by the City Council or the Chief Administrative Officer and in no event prior to having been first disclosed to the City Council or the Chief Administrative Officer. All information, documents, records, reports, data or other materials furnished by City to Firm or other such information, documents, records, data or other materials to which the Firm has access during its performance pursuant to this Agreement are deemed confidential and shall remain the property of City. Firm shall not make oral or written disclosure of such documents or materials, other than as necessary for its performance under this Agreement, without the prior written approval of the Chief Administrative Officer.

**16. AMENDMENTS.**

This Agreement, including any Exhibits attached to it, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the Parties to this Agreement. All Agreements with City are subject to approval of the City Council before City shall be bound thereby.

**17. NO THIRD PARTY BENEFICIARY.**

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties. No third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**18. NOTICES.**

All notices, invoices, reports or other communication to the Parties shall be properly given if delivered in person or sent by First Class mail, facsimile or overnight delivery and addressed as follows:

Bell Chief Administrator's Office  
6330 Pine Avenue  
Bell, CA 90201  
Fax Number: (323)771.9473

And to Firm addressed as follows:

James M. Casso  
Meyers Nave Riback Silver & Wilson  
333 South Grand Avenue, Suite 1670  
Los Angeles, CA 90071  
Fax Number: (213) 626.0215

With cc to:

Jayne W. Williams  
Meyers Nave Riback Silver & Wilson  
555 12th Street, Suite 1500  
Oakland, CA 94607  
Fax Number: (510) 444.1108

Either Party may change its address for receipt of notices under this Agreement by notice given in the manner provided herein.

**19. LAW GOVERNING AGREEMENT.**

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

**20. INVALID PROVISIONS.**

If any provision of this Agreement is held to be illegal, invalid or unenforceable, in full or in part, then such provision shall be modified to the minimum extent necessary to make the provision legal, valid and enforceable, and the other provisions of this Agreement shall not be affected thereby.

**21. LICENSE REQUIREMENTS.**

Firm shall demonstrate that the attorney(s) who provide legal services to City under this Agreement are licensed to practice law in the State of California and, if not, indicate to the satisfaction of the City Council or the Interim Chief Administrative Officer why such license is not required to perform the services required.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF BELL, CALIFORNIA**  
**a chartered municipal corporation**

By: \_\_\_\_\_  
Oscar Hernandez, Mayor  
Bell, CA 90201  
Telephone: (323) 588.6211  
Fax: (323) 771.9473

**MEYERS NAVE RIBACK SILVER & WILSON**  
**a California legal corporation**

By: \_\_\_\_\_  
James M. Casso  
Principal  
333 South Grand Avenue, Suite 1670  
Los Angeles, CA 90071  
Telephone: (800) 464.3559  
Fax Number: (800) 712.5368

APPROVED AS TO FORM:

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

**LEGAL SERVICES AGREEMENT  
BY AND BETWEEN  
THE CITY OF BELL, CALIFORNIA AND  
MEYERS NAVE RIBACK SILVER & WILSON**

**EXHIBIT A**

**SCOPE OF WORK AND SCHEDULE OF FEES AND CHARGES**

**SCOPE OF WORK.**

The scope of the engagement is to provide City with legal services reasonably required to represent and advise City in connection with Interim City Attorney services. Mr. James M. Casso has been selected to serve as the designated Interim City Attorney. The Firm will also provide legal services for additional matters requested of the Firm, provided the Firm agrees to perform that additional work. A written request for such additional work and the Firm's agreement thereto shall bring such work into the scope of this agreement.

**SCHEDULE OF FEES AND CHARGES.**

**Billable Rates**

The Firm shall bill its time by the hour at the hourly billable rate. The Firm shall bill City for its Interim City Attorney services at a blended hourly rate of \$215.00 for attorney time and \$ 115.00 per hour for paralegal time. A review of hourly rates may be conducted annually and adjustments may be made as long as the rates fall within the range set forth in this Agreement.

Other legal services which the City may need which are within the Firm's expertise but outside the scope of traditional City Attorney services shall be billed between \$195 and \$295 per hour, depending on the complexity of the matter and the experience of the attorney handling the matter. Such legal services may include the following:

Special services include litigation, labor and employment, redevelopment, eminent domain, complex land use projects, CEQA and environmental issues, energy, formation of financing mechanisms (such as assessment districts) and related work, issues relating to enterprise funds, and atypical election issues (such as responding to citizen-initiated referenda or initiatives).

Bond Issuance	As negotiated, paid at closing
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**Notes:**

- Cost recovery matters will be billed at Firm's standard hourly rates as set forth in its rate schedule.

- Hourly rates set forth above are reviewed and amended annually as of July 1 of each year, and will next adjust for Bell July 1, 2011.

Other attorneys from Firm may also work on City projects with prior approval of the Chief Administrative Officer. Hourly rates charged by Firm for such attorneys shall be approved in advance by the Chief Administrative Officer, or his/her designee.

Firm will be reimbursed for all out-of-pocket costs and expenses actually incurred by Firm in the above-described representation of City. Reimbursable out-of-pocket expenses shall be charged without mark-up and shall include, but are not limited to, all travel expenses, (i.e., local travel including taxis), lodging, reproduction and printing costs, postage, filing fees, on-line legal research charges, word processing costs paid to third parties after prior City approval, transcript costs, staff (non-attorney) overtime after prior City approval and notary fees, to the extent that any such costs are incurred on behalf of City.

**LEGAL SERVICES AGREEMENT  
BY AND BETWEEN  
THE CITY OF BELL, CALIFORNIA  
AND  
MEYERS NAVE RIBACK SILVER & WILSON**

**EXHIBIT B**

**INSURANCE COVERAGE REQUIREMENTS**

The Firm shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence \$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal Injury

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy of not less than one million dollars (\$1,000,000) each accident using, all owned, non-owned and hired autos.

**C. WORKERS' COMPENSATION**

Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.

**D. PROFESSIONAL LIABILITY**

Professional Liability or Errors and Omissions Insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence/aggregate.

1499818.1

# City of Bell City Council Agenda Report

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DATE: August 16, 2010

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

BY: James M. Casso, Interim City Attorney

SUBJECT: Consideration of a resolution setting the fiscal year 2010-11 rate of the annual voter-approved property tax override to fund pension and related retiree obligations.

## DISCUSSION

When the voters enacted Proposition 13 in 1978, they included not only a limit on the property tax rate but an exception to the maximum 1% rate. Article 13A, section 1(b) of the State Constitution, which was enacted by Proposition 13, provides that the 1% limit on the property tax rate is not applicable to *ad valorem* taxes or special assessments to pay the interest and redemption charges on any "indebtedness" approved by the voters prior to July 1, 1978. The courts have held that a pension obligation approved by the voters prior to July 1, 1978 is an "indebtedness" and thus a tax rate in excess of 1% is authorized by Article 13A, section 1(b) to pay for pensions. (*Carman v. Alvord* (1982) 31 Cal.3d 318; *Patton v. City of Alameda* (1985) 40 Cal.3d 41.) The additional property tax to pay for pre-existing "indebtedness" is frequently referred to as an "override."

In 1994, the Legislature enacted Revenue & Taxation Code section 96.31, which provides additional detail regarding when a tax rate in excess of 1% may be levied. Subdivision (a)(4) authorizes a rate in excess of the 1% maximum to pay for pension programs. Subdivision (b) specifically prohibits a city from imposing a property tax rate for pension payments in excess of the rate the city imposed in the 1982-83 or 1983-84 fiscal years. The maximum rate that a city may charge is the higher of the rate charged in 1982-83 or 1983-84.

The voters of the City of Bell authorized the levy of a property tax to fund the costs of employee pensions system in 1944, and the City has levied an additional property tax to pay for retiree pension obligations. The rate in effect in both the 1982-83 and 1983-84 fiscal years was 0.187554%. Therefore, that is the maximum rate that the City may levy to fund its pension obligations for retired employees. The revenue from the tax is used to partially pay for retiree health insurance benefits, payments for City employees into the California Public Employee Retirement System, and payments on bonds issued to fund the City's obligations to its retired employees.

## RECOMMENDATION

Staff recommends that:

1. The title of the Resolution No. 2010-25 be read;
2. The City Council waive further reading of Resolution No. 2010-25; and
3. The City Council adopt Resolution No. 2010-25, setting the fiscal year 2010-11 rate of the annual voter-approved property tax override to partially fund pension and related retiree obligations.

1499236.1

**RESOLUTION NO. 2010-25**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BELL ADOPTING AND ESTABLISHING  
THE FISCAL YEAR 2010-11 RATE OF THE ANNUAL  
VOTER-APPROVED PROPERTY TAX OVERRIDE TO  
FUND PENSION AND OTHER RETIREE OBLIGATIONS**

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

**SECTION 1. FINDINGS.**

(A) In 1944, the voters of the City of Bell authorized the City to levy a property tax to fund employee pensions and other retirement obligations. The City has operated and funded such a system since that time and participates in the California Public Employee Retirement System.

(B) Article 13A, section 1(b) of the State Constitution, which was enacted by Proposition 13, provides that the 1% limit on the property tax rate is not applicable to *ad valorem* taxes or special assessments to pay the interest and redemption charges on any "indebtedness" approved by the voters prior to July 1, 1978. State courts have held that pension obligations in existence before that date are an "indebtedness," and that a city may levy an additional property tax to fund those obligations. Such a tax is commonly referred to as a "property tax override."

(C) In implementing the provisions of Proposition 13, the State Legislature has enacted Revenue & Taxation Code section 96.31, subsection (b) of which limits the maximum property tax that a city may levy to fund pension obligations at the rate that the City levied such a tax in either the 1982-83 or 1983-84 fiscal year, which ever is higher. The additional property tax rate levied for the City's public employee pension obligations in both the 1982-83 and 1983-84 fiscal years was .

(D) The revenue from the additional property tax is used to partially pay for retiree health insurance benefits, payments for City employees into the California Public Employee Retirement System, and payments on bonds issued to fund the City's obligations to its retired employees.

**SECTION 2. FISCAL YEAR 2010-11 PROPERTY TAX OVERRIDE RATE.**

The voter-authorized annual property tax to partially fund the City of Bell's pension and other retiree obligations is hereby established at the rate set forth below for the 2010-11 fiscal year, and the tax shall be levied at that rate and identified as follows:

For Employee Post-Employment Benefits Fund-Pension Obligation (Indebtedness approved by voters prior to July 1, 1978)	0.187554%
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**SECTION 3. EFFECTIVE DATE.**

This Resolution shall take effect immediately upon adoption.

**SECTION 4. SEVERABILITY CLAUSE.**

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

**PASSED, APPROVED AND ADOPTED** this 16<sup>th</sup> day of August, 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Oscar Hernandez, Mayor

ATTEST:

---

Rebecca Valdez, City Clerk

APPROVED AS TO FORM:

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James M. Casso, Interim City Attorney

# City of Bell City Council Agenda Report

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DATE: August 16, 2010

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

BY: James M. Casso, Interim City Attorney

SUBJECT: Consideration of a resolution designating the City's representative to the CSAC Excess Insurance Authority.

## DISCUSSION

The City of Bell is a member of the CSAC Excess Insurance Authority ("CSAC EIA"), a member-directed risk sharing pool of counties and public entities providing risk coverage programs and risk management services. The City receives its excess workers compensation insurance coverage through the CSAC EIA.

CSAC EIA staff has asked all of the governing boards of its public entity members to "designate an individual or position who is authorized to officially act on behalf of and enter into agreements with the EIA." As confirmed by the CSAC EIR Chief Operating Officer, most member entities designate the organization's chief executive officer, such as the city manager or the chief administrative officer.

Accordingly, staff recommends that the Council designate the position of the Chief Administrative Officer ("CAO"), or the CAO's designee, to officially act on behalf of and enter into agreements with the EIA, in accordance with Section 604 of the Charter of the City of Bell ("the Chief Administrative Officer ... shall be responsible to the City Council for the proper administrative of all affairs of the City").

The attached Resolution No. 2010-26, if adopted, will designate the CAO (or his designee) as the official representative of the City of Bell authorized to officially act on behalf of the City.

RECOMMENDATION

Staff recommends that:

1. The title of the Resolution No. 2010-26 be read;
2. The City Council waive further reading of Resolution No. 2010-26; and
3. The City Council adopt Resolution No. 2010-26, designating the Chief Administrative Officer as the official representative of the City of Bell to the CSAC Excess Insurance Authority.

1499388.1

**RESOLUTION NO. 2010-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL CALIFORNIA DESIGNATING THE CITY'S REPRESENTATIVE TO THE CSAC EXCESS INSURANCE AUTHORITY**

**WHEREAS**, the CSAC Excess Insurance Authority (Authority) has determined that it is necessary for each member of the Authority to delegate to a person or position authority to act on the member's behalf in matters relating to the member and the Authority; and

**WHEREAS**, except as to those actions that must be approved by the City Council, such delegation of authority is necessary to carry out the purposes and functions of the Authority with its members; and

**WHEREAS**, to ensure a person or position is delegated with authority to act on the member's behalf in matters relating to the member and the Authority, action by the member's governing body is necessary;

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

Except as to actions that must be approved by the Bell City Council, the Chief Administrative Officer or his or her designee is hereby appointed to act in all matters relating to the member and the Authority.

**PASSED AND ADOPTED** by the City of Bell City Council this 16<sup>th</sup> day of August, 2010, by the following vote:

**AYES:**

**ABSENT:**

**NOES:**

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Oscar Hernandez  
Mayor

**ATTEST:**

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Rebecca Valdez, CMC  
City Clerk  
1499576.1

# City of Bell City Council Agenda Report

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DATE: August 16, 2010

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

BY: James M. Casso, Interim City Attorney

SUBJECT: Consideration of a resolution establishing and implementing a photocopying fee for duplication of records pursuant to the California public records act.

## DISCUSSION

The California Public Records Act, Government Code Section 6250 *et seq.* (“the Act”) provides members of the public access to the records of the City of Bell (“the City”). When copies of records are requested, the Act authorizes the City to charge a photocopying fee for duplicating the records, so long as the fee covers direct costs of duplication. (Government Code § 6253.)

The attached Resolution No. 2010-27 if adopted, will establish a photocopying fee in the amount of \$.10 per page for duplication of records requested under the Act. The proposed \$.10 per page photocopying fee covers only the direct costs for duplicating the records, in compliance with the Act.

If adopted, the Resolution No. 2010-27, will also repeal any previously adopted or authorized fees for duplicating or copying records under the Act.

## RECOMMENDATION

Staff recommends that:

1. The title of the Resolution No. 2010-27 be read;
2. The City Council waive further reading of Resolution No. 2010-27; and
3. The City Council adopt Resolution No. 2010-27, establishing a photocopying fee for duplication of records pursuant to the California Public Records Act and repealing any inconsistent fees.

1498060.1

**RESOLUTION NO. 2010-27**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BELL ADOPTING AND ESTABLISHING A  
PHOTOCOPYING FEE FOR DUPLICATION OF  
RECORDS PURSUANT TO THE CALIFORNIA PUBLIC  
RECORDS ACT AND REPEALING ANY PREVIOUS  
INCONSISTENT FEES**

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

**SECTION 1. FINDINGS.**

(A) The City of Bell (“the City” or “Bell”), from time to time, receives from members of the public requests for records pursuant to the California Public Records Act, Government Code Section 6250 *et seq.* (“the Public Records Act”).

(B) Government Code Section 6253(b) authorizes a local agency, like the City, to charge a photocopying fee covering the direct costs of duplication of records provided under the Public Records Act.

(C) The City Council desires to ensure that the City’s photocopying fee for records under the Public Records Act covers only the direct costs of duplication.

(D) The City Council finds that a photocopying fee in the amount of \$.10 per page covers the direct costs of duplicating a record pursuant to the Public Records Act.

**SECTION 2. PHOTOCOPYING FEE FOR PUBLIC RECORDS.**

The City Council of the City of Bell hereby adopts and establishes a photocopying fee in the amount of Ten Cents (\$.10) per page for copying records under the Public Records Act, unless a different statutory fee, as authorized by the Public Records Act, applies.

**SECTION 3. REPEAL OF ANY PREVIOUS PHOTOCOPYING FEE.**

Any previously adopted or authorized fee for photocopying, duplicating or copying records pursuant to the Public Records Act, which is inconsistent with the amount set forth in Section 2, above, is hereby repealed.

**SECTION 4. EFFECTIVE DATE.**

This Resolution shall take effect immediately upon adoption.

**SECTION 5. SEVERABILITY CLAUSE.**

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

**PASSED, APPROVED AND ADOPTED** this 16<sup>th</sup> day of August, 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Oscar Hernandez, Mayor

ATTEST:

---

Rebecca Valdez, City Clerk

APPROVED AS TO FORM:

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James M. Casso, Interim City Attorney

1498059.2

# City of Bell City Council Agenda Report

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DATE: August 16, 2010

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

BY: James M. Casso, Interim City Attorney

SUBJECT: Consideration of a resolution ordering, calling and giving notice of a general municipal election on Tuesday, March 8, 2011 to fill three City Council seats, requesting and consenting to consolidation of the election with the regular election to be held on the same date and requesting that Los Angeles County to conduct the election

## EXHIBITS:

- A. Resolution No. 2010-28 A Resolution of the City Council of the City of Bell Ordering, Calling and Giving Notice of a General Municipal Election to Fill Three City Council Seats; Requesting and Consenting to Consolidation of Elections with the Regular Election to be Held on March 8, 2011; and Requesting that Los Angeles County Conduct Such Election

## DISCUSSION

The City staff, in consultation with the Interim City Attorney, has prepared the necessary resolution for ordering, calling and giving notice of General Municipal Election of the City of Bell ("the City") on March 8, 2011, since three (3) City Council seats are due to expire.

California Elections Code § 10400 authorizes the City to request the Board of Supervisors of Los Angeles County to consolidate a general municipal election with an established election date pursuant to Elections Code § 1000. Additionally, the City must reimburse the Los Angeles County in full for the election services performed. Accordingly, the attached Resolution requests authorizes the Los Angeles County to bill the City for the costs of conducting the election.

The Council will additionally express its intention to consider and approve adoption of a similar resolution to consolidate future municipal elections, or have the County administer its next election for members of the City Council should the need arise to conduct such an election prior to March 8, 2011.

## FISCAL IMPACT

The Los Angeles County generally provides the cost of conducting a consolidated election several weeks from the formal request to consolidate and conduct such an election. The City staff are in contact with the Los Angeles County Registrar to obtain an estimate of the election cost for the City.

## RECOMMENDATION

Staff recommends that:

1. The title of the Resolution No. 2010-28 be read;
2. The City Council waive further reading of Resolution No. 2010-28; and
3. The City Council adopt Resolution No. 2010-28, A Resolution of the City Council of the City of Bell Ordering, Calling and Giving Notice of a General Municipal Election to Fill Three City Council Seats; Requesting and Consenting to Consolidation of Elections with the Regular Election to be Held on March 8, 2011; and Requesting that Los Angeles County Conduct Such Election.

1499807.2

**RESOLUTION NO. 2010-28**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL ORDERING, CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO FILL THREE CITY COUNCIL SEATS; REQUESTING AND CONSENTING TO CONSOLIDATION OF ELECTIONS WITH THE REGULAR ELECTION TO BE HELD MARCH 8, 2011; AND REQUESTING THAT LOS ANGELES COUNTY CONDUCT SUCH ELECTION**

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

WHEREAS, the term of three (3) members of the City of Bell ("City") City Council are due to expire and the positions must be filled; and

WHEREAS, the City Council has ordered a General Municipal Election to be held on Tuesday, March 8, 2011, to fill those offices; and

WHEREAS, Elections Code Section 10400 provides that a City Council may request the Los Angeles County ("County") Board of Supervisors to consolidate a general municipal election with an established election date pursuant to Elections Code Section 1000; and

WHEREAS, Elections Code Section 10002 requires the City to reimburse the County in full for the services performed upon presentation of a bill to the City by the County Elections Official.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY RESOLVE AND ORDER that an election be held in accordance with the following specifications:

## **SPECIFICATIONS OF THE ELECTION ORDER**

1. The City Council hereby calls and gives notice of a general municipal election in and for the City of Bell. The Election shall be held on Tuesday, the 8<sup>th</sup> day of March, 2011, for the purpose of electing successors for the offices set forth below. The City Clerk is authorized, instructed and directed to give further or additional notice of the election, in the time, form and manner required by law.

Councilmember	4 year term
Councilmember	4 year term
Councilmember	4 year term

2. Pursuant to Elections Code Sections 10400, 10402 and 10403, it is in the best interests of the public to consolidate the City of Bell General Municipal Election with an established election date pursuant to Elections Code Section 1000, to be held on March 8, 2010, and the City Council requests the County Board of Supervisors for such consolidation.
3. The City Council hereby submits to the electorate of the City of Bell candidates for three (3) Council seats.
4. The City Council of the City of Bell hereby requests that the Los Angeles County Board of Supervisors direct the Registrar of Voters to conduct all necessary services related to the City of Bell General Municipal Election. Pursuant to Elections Code 10002, the Chief Administrative Officer, or his/her designee is hereby authorized to reimburse the County for the actual cost incurred in conducting the election upon receipt of a bill stating the amount due as determined by the elections official.
5. The City Council directs the City Clerk to file a certified copy of this Resolution with the County Registrar of Voters and the Board of Supervisors.
6. The City Council hereby expresses its intention to consider and approve an appropriate resolution similar to this Resolution should the need arise to call and conduct a special

election between the time of adoption of this Resolution and the March 8, 2011 General Election.

**PASSED, APPROVED AND ADOPTED** this 16<sup>th</sup> day of August, 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Oscar Hernandez, Mayor

ATTEST:

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Rebecca Valdez, City Clerk

APPROVED AS TO FORM:

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James M. Casso, Interim City Attorney

1499772.2

**CITY OF BELL**  
6330 Pine Avenue  
Bell, CA 90201

Representation Agreement

This Agreement is made and entered into effective \_\_\_\_\_ by and between the City of Bell ("City") and Hanna, Brophy, MacLean, McAleer & Jensen, LLP ("Attorney").

In consideration of the promises and the mutual agreements hereinafter contained, City and Attorney agree as follows:

- 1) Attorney shall provide legal services and represent, advise and counsel as requested by the City.
- 2) Attorney has read and agrees to be bound under this Agreement.
- 3) City agrees to pay Attorney based upon the attached fee schedule.
- 4) City further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services. Any work performed after the effective date of this contract will be billed at these rates.
- 5) This agreement shall expire \_\_\_\_\_. City may terminate this Agreement at any time and may substitute counsel of its own choosing in its sole discretion, subject to payment of fees, costs and expenses of services performed to date of termination. In the case of litigation or administrative hearing, Attorney shall not be deemed terminated until Attorney has obtained leave of court or other administrative tribunal. Upon termination, or at any time upon City's request, attorney will immediately deliver to the City all file material and billing information related to the representation at the cost of Attorney.
- 6) Attorney may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California.
- 7) Attorney shall send City a statement for fees and costs incurred every calendar month. The City shall pay the amount due within 60 days following the receipt of the statement.
- 8) Prior to representation of City on any matter, Attorney agrees to conduct review of its past clients and its own interests and determine that it may represent the City in compliance with the California Rules of Professional Conduct.
- 9) Attorney is an independent contractor and not an employee of City for any reason.
- 10) Attorney shall be liable for its errors or omissions according to established principles of professional negligence, and shall compensate the City for damages flowing therefrom according to those same principles.

- 11) Without the written consent of Client, Attorney shall not assign this Agreement in whole or in part.
- 12) Client shall maintain all financial data, supporting documents, and all other records relating to the performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than three (3) years.
- 13) The Contractor shall permit the authorized representative of the City or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the City under this Agreement. The Contractor further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement. However, nothing in this paragraph requires the provision or disclosure of any information or material covered by the attorney-client privilege without the written consent of the clients(s).
- 14) The Contractor shall maintain in full force during the full term of the Agreement, and shall attach proof thereof to this Agreement, insurance in the following amounts and coverage:
  - a) Workers' Compensation, with limits not less than the statutory requirement for the state of residency.
  - b) Employers' Liability, with limits no less than \$1,000,000.00 for each accident.
  - c) Comprehensive General Liability Insurance at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions, with limits no less than \$1,000,000.00 for each occurrence, combined single limit bodily injury and property damage.
  - d) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, combined single limit bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable.
  - e) Professional Liability Insurance: Malpractice, with aggregate limits not less than \$1,000,000.00
- 14) The Contractor and the employees of the Contractor shall not participate in proceedings that involve the use of City funds or that are sponsored by the City if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (1) use of an official position with the City for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the City or this Agreement.
- 15) In the performance of the Work or services under this Agreement or contemplation of this Agreement, the Contractor may gain access to Confidential Information or other private information of the City, its personnel or constituents that if disclosed to third parties may be damaging to the City, its personnel or constituents. All Confidential Information or private information disclosed to the Contractor shall be held in confidence and used only in performance of this Agreement.

- 16) Any interest of the Contractor in studies, reports, memoranda, computation sheets, questionnaires or surveys, raw data in any form, or other documents and/or recordings prepared by the Contractor in connection with the services to be performed under this Agreement shall become the property of the City. Upon the City's written request, the Contractor shall provide the City with all these materials within thirty (30) calendar days. However, nothing in this paragraph creates any right in any person or entity, other than the Contractor, to material covered by the attorney work-product doctrine.
- 17) The City reserves the right to disapprove the continuing assignment of the Contractor's personnel provided to the City under this Agreement if in the City's opinion, the Contractor's personnel performance is unsatisfactory. If the City exercises this right, the Contract shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- 18) This Agreement shall be subject to and construed in accordance with the laws of the State of California.
- 19) This Agreement supersedes all past agreements, written or oral, between Attorney and City with respect to the legal representation of City, and no such past agreement shall be enforceable. No future agreement, statement or promise not contained in this contract shall be valid unless in writing, signed by Attorney and City and approved by the City Council or representative authorized by City Council.

CITY OF BELL

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

Dated: \_\_\_\_\_

HANNA, BROPHY, MacLEAN, McALEER & JENSEN, LLP

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

Dated: \_\_\_\_\_

**HANNA, BROPHY, MACLEAN, MCALEER & JENSEN, LLP**

**SCHEDULE OF HOURLY RATES**

Below is a list of our Firm's standard hourly rates effective August 1, 2010:

- A. Defense of Workers' Compensation Claims \$150.00 per hour
- B. Defense of Workers' Compensation Subrogation, Liability Defense,  
& Longshore and Harbor Workers Act \$185.00 per hour
- C. Defense of Workers' Compensation 132a, S&W, Audits, Disability  
Retirement Claims and ADA Claims \$185.00 per hour
- D. Paralegal & Law Clerks \$ 95.00 per hour

Federal Tax I.D. #94-2709617

# City of Bell Agenda Report

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DATE: August 16, 2010

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: Consideration of a an Agreement with the Hanna, Brophy, Maclean, Mcaleer & Jensen, LLP to provide legal services and represent, advise and counsel as requested by the City.

## DISCUSSION

The fees for legal services under this Agreement will be billed at an hourly rate of \$150.00 per hour for defense of Workers' Compensation Claims; \$185.00 per hour for defense of Workers' Compensation Subrogation, Liability Defense, and Longshore and Harbor Workers Act, Defense of Workers' Compensation 132a, S&W, Audits, Disability Retirement Claims and ADA Claims; \$95.00 per hour for Paralegal & Law Clerks.

## RECOMMENDATION

The Interim Chief Administrative Officer recommends that:

1. The City Council approved the proposed agreement and direct the Mayor to execute it on behalf of the City.

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