



City Council Agenda

Regular Meeting

Wednesday, October 26, 2011

6:30 PM-Closed Session

7:30 PM Open Session

Bell Community Center
6250 Pine Avenue

Ali Saleh
Mayor

Danny Harber
Vice Mayor

Violeta Alvarez
Council Member

Ana Maria Quintana
Council Member

Nestor E. Valencia
Council Member

Welcome to the City Council Meeting

The Bell City Council and staff 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 the second and fourth Wednesday of the month at 7:00 p.m., Bell Council Chambers, 6330 Pine Avenue. For more information, you may call City Hall during regular business hours 8:00 a.m. to 4:00 p.m., Monday through Friday at (323) 588-6211 Extension 217.

City Council Organization

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

Addressing the City Council

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

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

Compliance with Americans with Disabilities Act

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

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

*October 26, 2011
6:30 P.M. Closed Session
7:30 P.M. Open Session*

*Bell Community Center
6250 Pine Avenue*

I. Call to Order

1.01 Roll call of City Council in their capacities as Councilmembers, Community Redevelopment Agency Members, Community Housing Authority Commissioners and Planning Commissioners.

Ms. Alvarez _____
Ms. Quintana _____
Mr. Harber _____
Mr. Valencia _____
Mr. Saleh _____

II. Communications From The Public on Closed Session Items

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

III. Closed Session

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

- 3.01** CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);
Name of case: *Sipple v. Alameda; LASC BC432270*
- 3.02** CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);
Name of case: *Bell v. Best Best & Krieger; LASC BC466436*
- 3.03** CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)
Name of Case: *Dexia Credit Local v. City of Bell, Bell Public Financing Authority*
- 3.04** CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: (8)

*Meeting of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Planning Commission
October 26, 2011*

IV. Pledge of Allegiance

- 4.01 Pledge of Allegiance to the Flag led by Byron Barahona, Bell High School Football Team Captain.

V. Presentations

- 5.01 Presentation to the Bell High School Football Team for Winning the Mayor's Trophy Against South Gate High School.
- 5.02 Presentation on I-710 Local Advisory Committee.

VI. Communications From The Public on Agenda Items Only

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

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

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

VII. 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.

- 7.01 Consideration of Special Bell City Council Minutes and Bell City Council and Bell Community Housing Authority Minutes dated August 24, 2011. 1-13

Recommendation: Approve the minutes.

- 7.02 Consideration of General Warrants, Community Redevelopment Warrants and Community Housing Authority Warrants dated October 12, 2011 through October 26, 2011. 14-26

Recommendation: Approve the warrants.

- 7.03 Consideration of Extension of Services Agreement for West Coast Arborists, Inc. from July 1- June 30, 2012 27-46

Recommendation: Authorize the Interim CAO to execute an agreement with West Coast Arborist Inc. (WCA) to extend the City's tree maintenance agreement through June 30, 2012 at the rates included in Exhibit "A" of the agreement.

- 7.04 Consideration of an Ordinance and Accompanying Urgency Measure to Commit the City of Bell to Annual Remittances to the County Auditor-Controller in Compliance with ABX1 27. 47-61

Recommendation: Adopt the proposed urgency ordinance no. 1181; and introduce the proposed companion regular ordinance no. 1182 to continue the existence of the Bell Community Redevelopment Agency and commit the City to pay annual remittances to the Los Angeles County Auditor-Controller in accordance with ABIX 27.

- 7.05 Consideration of the Notice of Completion for the Florence Avenue Rehabilitation Project from Wilcox Avenue to Walker Avenue. 62-63

Recommendation: Approve and accept all road rehabilitation work performed under this contract with Sully Miller and file the Notice of Completion.

- 7.06 Approval of Contract with CPS for a Classification and Compensation Study 64-81DDDD

Recommendation: Authorize the Interim Chief Administrative Officer to execute an agreement with CPS (Cooperative Personnel Services) not to exceed \$34,000 to conduct a Classification and Compensation study for the City of Bell.

- 7.07 Consideration of an Appropriations Adjustment applying \$57,482.32 in 2007 General Obligation Bond Proceeds to the Veterans' Memorial Park Playground Resurfacing Project 82-83

Recommendation: Approve an Appropriations Adjustment recognizing \$57,482.32 in 2007 General Obligation Bond Proceeds (account no. 50-103) and allocating the funds to Veterans' Memorial Park for playground surface repairs (account no. 50-521-1006-0925).

VIII. Planning Commission

The Bell Planning Commission 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.

- 8.01 Consideration of Resolution No. 2011-42 Approving Conditional Use Permit 2011-02 to Allow a Religious Worship and Education Center known as Bell Islamic Center; Location 5232-5250 Gage Avenue, Bell, CA 90201. 84-139

Recommendation: Adopt the resolution and approve the conditional use permit.

The following items have been posted as a Public Hearing as required by law. The Chair will open the Public Hearing to receive testimony from the members of the public.

- 8.02 Consideration of Resolution No. 2011-47 Approving a Conditional Use Permit No. 2011-06 to Consider a Determination of Public Convenience or Necessity to Allow the Sale for Off-premises 140-171

Meeting of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Planning Commission
October 26, 2011

Consumption of Beer and Wine at a Proposed Retail Grocery Located within an Existing 4,000 Square Foot Building on an 11,362 Square Foot Lot: Location: 6399 Atlantic Avenue, Bell, CA 90201.

Recommendation: Review the application, the public hearing be conducted and adopt the resolution.

IX. Communications From The Public

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

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

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

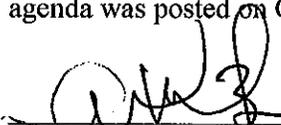
X. Mayor and City Council Communications

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.

XI. Adjournment

Next Regular Meeting, Wednesday November 9, 2011 at 6:30 P.M.

I, Rebecca Valdez, CMC, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on October 21, 2011 Seventy-Two (72) hours prior to the meeting as required by law.



Rebecca Valdez, CMC
City Clerk

Meeting of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Planning Commission
October 26, 2011

***Special Minutes of
Bell City Council***

***August 24, 2011
6:00 PM***

***Bell Community Center
6250 Pine Avenue***

Meeting was called to order by Mayor Saleh at 6:10:43 PM.

Pledge of Allegiance led by Councilman Valencia.

Roll call of City Council in their capacities as Councilmembers.

6:11:26 PM

Present: Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez,
Councilwoman Quintana and Councilman Valencia

Absent: None

Also Present: Interim Chief Administrative Officer Hampian, City Attorney
Aleshire, City Clerk Valdez and Captain Miranda

Communications From The Public on Closed Session Items

None.

Closed Session

6:13:10 PM The City Council and the related Authorities and Agencies recessed to a closed session to confer with legal counsel regarding the following matters:

CONFERENCE WITH LEGAL COUNSEL--Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: (3)

City Council reconvened to open session at 7:04:59 PM.

7:04:58 PM City Attorney Aleshire provided a report from closed session: discussed one item on exposure to litigation and there was no reportable action taken.

Adjournment

Special City Council meeting adjourned at 7:05:07 PM.

APPROVED THIS 26th DAY OF OCTOBER 2011.

Ali Saleh, Mayor

ATTEST:

Rebecca Valdez, CMC, City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 26th day of October 2011 by the following vote.

AYES:

NAES:

ABSTAIN:

ABSENT:

Rebecca Valdez, CMC, City Clerk

*Minutes of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Planning Commission*

*August 24, 2011
7:00 PM*

*Bell Community Center
6250 Pine Avenue*

Meeting was called to order by Mayor Saleh at 7:05:26 PM.

7:05:32 PM Pledge of Allegiance led by Councilman Valencia.

7:08:34 PM Roll call of City Council in their capacities as Councilmembers, Community Redevelopment Agency Members, Community Housing Authority Commissioners and Planning Commissioners.

Present: Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia

Absent: None

Also Present: Interim Chief Administrative Officer Hampian, City Attorney Aleshire, City Clerk Valdez, City Engineer Alvarado and Captain Miranda

Presentations

Certificates of Appreciation to the League of California Cities, the International City & County Management Association and the California City Management Foundation for outstanding and generous support to the City of Bell.

Presentation of the CHP "10851" awards to Bell Police Officers John Walker, Jesse Garcia, and Chris Donahue for their Efforts in Auto Theft Investigations and Apprehensions.

Communications From The Public on Agenda Items Only

7:20:59 PM Jose Vasquez, Bell Business Association, thanked Ken Hampian for his work in the City of Bell and presented a plaque and welcomed Arne Croce.

7:26:45 PM Richard Espiritu, no address stated, expressed concern about the RFP and raised issues on the starting time.

7:30:13 PM Alfred Areyan, 7008 Vinevale Avenue, expressed concern about the RFP and past administration.

7:33:19 PM Efrain Solis, 6507 Heliotrope Avenue, expressed regarding the increase in water rates.

Council Business

7:37:01 PM It was moved by Councilman Valencia, seconded by Councilwoman Alvarez, to approve the Interim Chief Administrative Officer Agreement with Arne Croce and authorized the Mayor to execute.

7:37:33 PM

<u>Vote:</u>	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

It was moved by Councilwoman Quintana, seconded by Vice Mayor Harber, to approve Resolution No. 2011-34 and adopt the Annual Appropriations Limit for the Fiscal Year 2011-2012.

7:42:07 PM

<u>Vote:</u>	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

7:54:58 PM Discussion ensued among the City Council regarding the Fiscal Year 2011-2012 Budget.

8:17:43 PM It was moved by Councilman Valencia, seconded by Councilwoman Alvarez, to adopt Resolution No. 2011-37 and adopt the Fiscal Year 2011-2012 Budget.

8:16:15 PM

Vote: 5-0
Yes: Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez,
Councilwoman Quintana and Councilman Valencia
No: None
Abstained: None
Absent: None

Motion Unanimously Passed.

8:16:26 PM Discussion ensued among the City Council, Interim CAO Hampian and City Attorney Aleshire regarding the City Levy Bonds and Bond and Note Debt Review.

8:49:29 PM Miguel Angel Contreras, no address stated, expressed concern about the taxes.

8:53:07 PM Donna Gannon, 6601 Prospect Avenue, expressed concern about the taxes being raised, the high salaries, and the pension benefits.

8:55:29 PM Jose Magallon, 6227 Vinevale Avenue, expressed concern about implementing taxes.

8:57:45 PM Juliana Chico, 6920 Woodward Avenue, expressed concern about the taxes.

8:59:34 PM Rosario Aguiniga, 6316 Corona Avenue, expressed concern about the salaries at city hall and expressed concern about the services being provided.

9:02:40 PM Maria Arezmendin, 4630 Weik Avenue, expressed concern about the taxes and the full time employees getting paid high salaries. Requested the Council to do something good for the community and make a change.

9:05:48 PM Nelida Sanchez, no address stated, expressed concern about the city's situation.

9:07:14 PM Carmen Bella, 6332 Palm Avenue, welcomed the new ICAO. She expressed concern about the past administration and projects proposed.

9:10:55 PM Sonia Manzanilla, 5111 Southhall Lane, expressed concern about the situation the city is currently in.

9:14:19 PM Nora Saenz, no address stated, expressed concern about the taxes being proposed, is requesting for all city employees to have a salary reduction and requested the Council to forfeit their benefits.

9:18:41 PM Heliodoro Delgadillo, 7014 Vinevale Avenue, expressed concern about the taxes.

9:20:39 PM Richard Espiritu, no address stated, expressed concern resolution 2011-38.

9:24:45 PM Lorenzo Martinez, 6319 Loma Vista Avenue, welcomed Dave Aleshire and Mr. Arne Croce. Expressed concern about the taxes and stated that there are other issues that need to be address like the salaries.

9:28:04 PM Coco Ceja, 6936 Prospect Avenue, expressed concern about the bonds and recommended the Council to consider the idea of bankruptcy. She recommended to work out an agreement with the bond holders.

9:32:34 PM Ignacio Marquez, 7027 Crafton Avenue, expressed concern about the taxes and the salaries.

9:34:06 PM Alma Rico, 6207 Wilcox Avenue, thanked Mr. Hampian and welcomed Mr. Croce. She expressed concern about the budgeted amount in the skate park, and the services that were cut to the community.

9:38:12 PM Mayor Saleh requested Mr. Croce to look into the services that were cut.

9:38:36 PM Ismael Morales, no address stated, expressed concern about the property taxes, salaries and pensions.

9:42:12 PM City council recessed

9:53:41 PM City Council reconvened to open session.

9:53:57 PM Mr. Croce introduced himself to the community.

9:58:28 PM Jose Moreno, no address stated, welcomed Mr. Croce and expressed concern about the bonds, salaries, expenses and benefits.

10:04:22 PM Alfred Areyan, 7008 Vinevale Avenue, welcomed Mr. Aleshire and Mr. Croce, expressed concern about the taxes, bonds and the money spent by the past administration.

10:06:54 PM Poly Rico, no address stated, expressed concern about the taxes, bonds and salaries. He requested the Council to consider filing for bankruptcy.

10:10:38 PM Mario Rivas, no address stated, expressed concern about the taxes. Requested the Council to come up with a plan in lowering taxes as the City of Maywood did and expressed concern about the city going into bankruptcy.

10:14:00 PM Arturo Lopez, 6800 Pala Avenue, thanked the City Council, expressed concern about the taxes.

10:16:40 PM Nora Saenz, no address stated, expressed concern about the recession and bonds.

10:18:38 PM Discussion ensued among the City Council.

10:45:47 PM It was moved by Councilman Valencia, seconded by Councilwoman Quintana, to approve the workout plan on the City Levy Bonds and Bond Note Debt Review.

10:46:06 PM

Vote: 5-0
Yes: Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez,
Councilwoman Quintana and Councilman Valencia
No: None
Abstained: None
Absent: None

Motion Unanimously Passed.

10:48:04 PM It was moved by Vice Mayor Harber, seconded by Councilwoman Alvarez, to adopt resolution no. 2011-38 setting the annual property tax levy rate for the Pension Revenue Obligations.

10:49:43 PM

Vote: 5-0
Yes: Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez,
Councilwoman Quintana and Councilman Valencia
No: None
Abstained: None
Absent: None

Motion Unanimously Passed.

10:54:33 PM It was moved by Councilwoman Alvarez, seconded by Vice Mayor Harber, to approve the Amendment to Professional Services Agreement for Community Development Block Grant (CDBG) Asbestos and Lead Contractor.

10:55:17 PM

Vote: 5-0
Yes: Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez,
Councilwoman Quintana and Councilman Valencia
No: None
Abstained: None
Absent: None

Motion Unanimously Passed.

It was moved by Councilwoman Quintana, seconded by Vice Mayor Harber, to adopt Resolution No. 2011-35 approving the One-Time Waiver of the Orangeline Development Authority (OLDA) Membership Dues for Fiscal Year 2011-2012.

10:57:40 PM

Vote: 5-0
Yes: Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No: None
Abstained: None
Absent: None

Motion Unanimously Passed.

10:58:33 PM It was moved by Councilman Valencia, seconded by Councilwoman Quintana, to approve the Notice of Completion for the Resurfacing Improvement Project at Veterans Memorial Park.

10:59:25 PM

Vote: 5-0
Yes: Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No: None
Abstained: None
Absent: None

Motion Unanimously Passed.

11:04:45 PM It was moved by Councilman Valencia, seconded by Mayor Saleh, to approve the Bell City Council, Bell Redevelopment Agency, Bell Community Housing Authority and Planning Commission Minutes dated July 13, 2011.

11:05:16 PM

Vote: 5-0
Yes: Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No: None
Abstained: None
Absent: None

Motion Unanimously Passed.

11:11:47 PM It was moved by Councilman Valencia, seconded by Vice Mayor Harber, to approve Resolution No. 2011-36 Setting the Dates and Times of the City Council's Regular Meetings for September 2011.

11:12:26 PM

Vote: 5-0
Yes: Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No: None
Abstained: None
Absent: None

Motion Unanimously Passed.

11:12:33 PM Discussion ensued among the City Council regarding the warrants.

11:24:46 PM It was moved by Mayor Saleh, seconded by Councilman Valencia, to approve the Warrants dated August 10-24, 2011 and pulled warrant no. 48300 made payable to Gateway Cities with the directive to send out a letter to Gateway Cities requesting them to waive the fees.

11:25:24 PM

Vote: 5-0
Yes: Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No: None
Abstained: None
Absent: None

Motion Unanimously Passed.

11:29:18 PM It was moved by Councilwoman Quintana, seconded by Councilman Valencia, to approve to terminate the current para-transit and public works RFPs that are in circulation. Directed the Interim CAO to prepare improved RFPs for para-transit and public works services for distribution to a larger list of potential providers, after review and approval by the City Council, and extend the submittal deadline for the RFP for city engineering services to Friday, September 30, 2011.

11:30:07 PM

Vote: 5-0
Yes: Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No: None
Abstained: None
Absent: None

Motion Unanimously Passed.

Community Redevelopment Agency

11:31:22 PM The Bell Community Redevelopment Agency convened to conduct their business meeting.

11:35:04 PM It was moved by Councilwoman Quintana, seconded by Councilman Valencia, to approve and authorize the Executive Director to Approve and Submit Enforceable Obligation Payment Schedule on Behalf of the Agency.

Vote: 5-0
Yes: Chair Saleh, Vice Chair Harber, Agency Member Alvarez,
Agency Member Quintana and Agency Member Valencia
No: None
Abstained: None
Absent: None

Motion Unanimously Passed.

No items were identified for the next Community Redevelopment meeting.

Community Housing Authority

11:36:19 PM The Bell Community Housing Authority convened to conduct their business meeting.

It was moved by Councilwoman Quintana, seconded by Councilman Valencia, to approve the Warrants dated August 10-24, 2011.

Vote: 5-0
Yes: Chair Saleh, Vice Chair Harber, Commissioner Alvarez,
Commissioner Quintana and Commissioner Valencia
No: None
Abstained: None
Absent: None

Motion Unanimously Passed.

No items were identified for the next Community Housing Authority.

Planning Commission

11:37:44 PM The Bell Planning Commission convened to conduct their business meeting.

11:37:47 PM Commissioner Valencia requested the Planning Commission to have community members be the Planning Commission.

11:38:30 PM Mr. Croce address Commissioner Valencia's request.

11:39:01 PM Commissioner Quintana, stated that the charter states the City Council serves as the Planning Commission.

Closed Session

11:40:01 PM The City Council and the related Authorities and Agencies recessed to a closed session to confer with legal counsel regarding the following matters:

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

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);
Name of case: *McSweeney v. Bell*; LASC BC406337

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);
Name of case: *Corcoran v. Bell*; LASC BC442280

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);
Name of case: *Mann and Cook v. Hernandez*; LASC BC454053

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

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);
Name of case: *Ramirez v. County of Los Angeles*; USDC 11-CV-04057-JHN-MAN

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);
Name of case: *Camargo v. City of Bell*; LASC 11C00168

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);
Name of case: *Granite State Insurance Co. v. City of Bell*; LASC 10C02353

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);
Name of case: *Montebello USD v. County of Los Angeles, et al.*; LASC BS127286

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);
Name of case: *Los Angeles Community College District v. County of Los Angeles, et al.*; LASC BS130308

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);
Name of case: *Gormley v. City of Bell*; LASC BS130380

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);
Name of case: *Community Housing Authority v. Lahti*; LASC HP09U01500

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);
Name of case: *Community Housing Authority v. Gonzalez*; LASC 10U01242

CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Initiation of litigation pursuant to subdivision (c) of Section 54956.9: (12 (including 10 unlawful detainer cases))

CONFERENCE WITH LEGAL COUNSEL--Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: (5)

City Council reconvened to open session at 12:53:26 AM.

12:53:34 AM City Attorney Aleshire provided a report from closed session items: staff reports were given on each item, no reportable actions taken.

Communications From The Public

None.

Identification of Items for Next City Council Meeting.

12:54:58 AM Councilman Valencia reminded the Council and residents of declaring 10/28/11 as National Immigrants Day.

12:55:24 AM Councilwoman Quintana informed the Councils and residents that Mayor Ali Saleh and Christina Garcia were honored as democrats of the year.

Mayor and City Council Communications

Vice Mayor Harber informed the Council that he will not be in at the next meeting.

Adjournment

City Council meeting adjourned at 12:56:34 AM.

APPROVED THIS 26th DAY OF OCTOBER 2011.

Ali Saleh, Mayor

ATTEST:

Rebecca Valdez, CMC, City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 26th day of October 2011 by the following vote.

AYES:

NAES:

ABSTAIN:

ABSENT:

Rebecca Valdez, CMC, City Clerk

General

Warrants

for

October 12-26, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48566	10/12/11	111004	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY 10/14/11	213,420.30
48567	10/12/11	111004	WELLS FARGO BANK W. C. ACCT REPLENISH CK#6070-75	2,427.74
48568	10/19/11	111004	VOID VOID-TEST PRINT	0.00
48569	10/19/11	111004	VOID VOID-TEST PRINT	0.00
48570	10/19/11	111004	AT&T TELEPHONE BILLING-9/2-10/1/11 6330 PINE AVE-MTA EQUIPMENT	41.74
48571	10/19/11	111004	AT&T TELEPHONE BILLING-8/27-9/26/11 BELL P. D.	281.27
48572	10/19/11	111004	AT&T-LONG DISTANCE TELEPHONE BILLING-9/7-30/11 LONG DISTANCE-VARIOUS ACCOUNTS	9.25
48573	10/19/11	111004	CALIFORNIA WATER SERVICE WATER BILLING-8/27-9/29/11 BNDNI-AMLAERHT WATER BILLING-8/27-9/29/11 RICKBKE & EASTERN	495.58
48574	10/19/11	111004	DELTA DENTAL SERVICE DELTA INS ADM FEE-SEP'11 DELTA INS CLAIMS-SEP'11 DELTA INS CLAIMS-JUL/AUG'11	6,774.69
48575	10/19/11	111004	GOLDEN STATE WATER COMPANY WATER BILLING	289.07
48576	10/19/11	111004	KARINA SALAS-PETTY CASH REIMB PETTY CASH REIMB-COMMUNITY CTR	28.16
48577	10/19/11	111004	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-9/1-10/1/11 VARIOUS STREET LIGHT ACCOUNTS ELECTRICAL BILLING-9/1-10/3/11 6590 WILCOX PED	2,543.28
48578	10/19/11	111004	VISION SERVICE PLAN (CA) VISION INS AD FEE-OCT'11	390.00
48579	10/19/11	111004	WELLS FARGO BANK W. C. ACCT REPLENISH CK#6076-82	3,365.12
48580	10/26/11	111005	VOID	0.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			VOID-TEST PRINT	
48581	10/26/11	111005	VOID VOID-TEST PRINT	0.00
48582	10/26/11	111005	MUNICIPAL COURT SOUTHEAST COUNTY SURCHARGE-JUL'11 COURT CONST FD-GC 76100 COUNTY SURCHARGE-JUL'11 CF CONST FD-GC 76101 STATE SURCHARGE-JUL'11 I&CNF CONST FD-GC 70372b STATE SURCHARGE-JUL'11 CF CONST FD-GC 70372b STATE SURCHARGE-JUL'11 COURT FD-GC 70000.3 STATE SHARE PARKING REGIST & EQUIPMNET VIOLATIONS-JUL'11 COUNTY/STATE-HANDICAP STATE LINKAGE FEE-JUL'11	8,493.00
48583	10/26/11	111005	MUNICIPAL COURT SOUTHEAST STATE SURCHARGE-AUG'11 I&CNF CONST FD-GC 70372b STATE SURCHARGE-AUG'11 CF CONST FD-GC 70372b STATE SURCHARGE-AUG'11 COURT FD-GC 70000.3 STATE SHARE PARKING REGIST & EQUIPMENT VIOLATIONS-AUG'11 COUNTY/STATE HANDICAP STATE LINKAGE FEE-AUG'11 COUNTY SURCHARGE-AUG'11 COURT CONST FD-GC 76100 COUNTY SURCHARGE-AUG'11 CF CONST FD-GC 76101	8,379.50
48584	10/26/11	111005	VOID VOID-TEST PRINT	0.00
48585	10/26/11	111005	VOID VOID-TEST PRINT	0.00
48586	10/26/11	111005	ALESHIRE & WYNDER, LLP LEGAL SVCS-GENERAL 8/1-31/11 LEGAL SVCS-SP PROJ 8/1-31/11 LEGAL SVCS-LITIGATION 8/1-31 LEGAL SVCS-PRSNEL/LBR 8/1-31 LEGAL SVCS-PLANNING 7/28-8/29 LEGAL SVCS-PW/ENG 8/1-31/11 LEGAL SVCS-POLICE 8/3-31/11 LEGAL SVCS-CODE ENF 8/3-25/11 LEGAL SVCS-REDVLPMT 8/4-26/11 LEGAL SVCS-REFUSE 8/2-31/11 LEGAL SVCS-FCHSE/CABLE 8/1-31	90,153.10

16

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			SUBSISTENCE-10/3-5/11	
48593	10/26/11	111005	LUCIA CASTILLO BALLET INSTRUCTOR-9/26-10/1/11	780.00
48594	10/26/11	111005	CITY OF INGLEWOOD CITATION PROCESSING-AUG'11	1,526.76
48595	10/26/11	111005	COMSERCO, INC. MAINTENANCE BILLING-OCT'11 BELL P. D.	1,071.00
48596	10/26/11	111005	CONSOLIDATED DISPOSAL WASTE/RECYCLING SVCS-SEP'11	96,389.66
48597	10/26/11	111005	ARNE GROCE INTERIM CAD SVCS-10/1-15/11	7,000.00
48598	10/26/11	111005	CSG CONSULTANTS, INC. PLAN CHECK SVCS-8/31 & 9/26 PC#45425, 45467	269.78
48599	10/26/11	111005	DAILY JOURNAL CORP. HEARING NOTICE-CUP#2011-04 HEARING NOTICE-CUP#2011-05	603.19
48600	10/26/11	111005	COUNTY OF LOS ANGELES ANIMAL HOUSING SVCS-SEP'11	7,392.89
48601	10/26/11	111005	DEPT. OF CONSERVATION SMIP FEE REPORT-7/1-9/30/11	196.65
48602	10/26/11	111005	DEPARTMENT OF JUSTICE FINGERPRINT SVCS-JUN'10 FINGERPRINT SVCS-OCT'10 FINGERPRINT SVCS-DEC'10 FINGERPRINT SVCS-JAN'11 FINGERPRINT SVCS-FEB'11 FINGERPRINT SVCS-MAR'11 FINGERPRINT SVCS-MAY'11 FINGERPRINT SVCS-JUN'11 FINGERPRINT SVCS-AUG'11	1,619.00
48603	10/26/11	111005	DEPARTMENT OF JUSTICE FINGERPRINT SVCS-APR'11	32.00
48604	10/26/11	111005	VINCENT DIAZ KUNG FU INSTRUCTOR-9/27-11/3	275.20
48605	10/26/11	111005	DUNN-EDWARDS CORP. PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES	625.45

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48606	10/26/11	111005	ECHO FIRE PROTECTION CO. ANSUL FIRE SYS SERVICE-C. CTR	126.10
48607	10/26/11	111005	NORDIS PARENTE RECEIPT BOOK-PARKING ADMIN	309.93
48608	10/26/11	111005	FEDERAL EXPRESS DELIVERY SVCS-CITY CLERK 9/23	35.11
48609	10/26/11	111005	INTEGRATED OFFICE TECHNOLOGY COPIER MAINT-ADMIN SVCS 1ST QTR '11 7/16-10/16/11 COPIER MAINT-ADMIN SVCS 2ND QTR '11 10/16/11-1/16/12	1,180.18
48610	10/26/11	111005	INTELESYS COMMUNICATIONS TELEPHONE MAINT-FRONT DESK	99.00
48611	10/26/11	111005	INTERWEST CONSULTING GROUP INC PLAN REVIEW SVCS-JUL '11 P. C #45345, 45343, 45337, 45305	515.72
48612	10/26/11	111005	LA GUADALUPANA MEAT MARKET REFUND-T. U. P. #10-31 DEPOSIT	500.00
48613	10/26/11	111005	LAC+USC MEDICAL CENTER MEDICAL SVCS-8/29/11 A. LOPEZ 8/31/11 G. MILLAN	930.00
48614	10/26/11	111005	LEAD TECH ENVIRONMENTAL LEAD/ABESTOS TESTING 4874 E. GAGE AVE #23 I. HINDJOS	589.00
48615	10/26/11	111005	MEDINA CONSTRUCTION 25% TAX WITHHELD ORDER LANDSCAPE MAINT-OCT '11 RIVER BED-GAGE TO LIVE OAK LANDSCAPING MAINT-OCT '11 C. CTR FACILITIES/LITTLE BEAR , DEBS, SKB PARKS/WOODLAWN PKING LOT/GAGE-CLARKSON & ATLANTIC PW/GENERAL MAINT SVCS-OCT '11 SEWER MAINT SVCS-4656 BELL AVE	21,731.25
48616	10/26/11	111005	MUNICIPAL COURT SOUTHEAST COUNTY SURCHARGE-SEP '11 COURT CONST FD-GC 76100 COUNTY SURCHARGE-SEP '11 CF CONST FD-GC 76101 STATE SURCHARGE-SEP '11 I&CNF CONST FD-GC 70372b STATE SURCHARGE-SEP '11 CF CONST FD-GC 70372b STATE SURCHARGE-SEP '11	9,541.10

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			COURT FD-GC 70000.3 STATE SHARE PARKING REGIST & EQUIPMENT VIOLATIONS-SEP'11 COUNTY/STATE-HANDICAP STATE LINKAGE FEE-SEP'11	
48617	10/26/11	111005	JESUS MUNOZ REFEREE SERVICES-9/1-29/11 BASEBALL GAMES	1,330.00
48618	10/26/11	111005	NEXTEL COMMUNICATIONS CELLULAR BILLING-9/2-10/1/11 BCHA/BELL P. D.	247.58
48619	10/26/11	111005	DFSI COPIER LEASE-9/1-30/11 PYMT#28 COPIER LEASE-10/1-31/11 PMT#29 FAX LEASE-9/1-30/11 PYMT#3 FAX LEASE-10/1-31/11 PYMT#4	1,000.86
48620	10/26/11	111005	OCE IMAGISTICS INC. COPIER-MAINT & USAGE-8/1-31/11 BELL P. D.	16.71
48621	10/26/11	111005	OLDTIMERS FOUNDATION PARATRANSIT SERVICES-SEP'11	37,534.00
48622	10/26/11	111005	ROBERT PALMER REFUND-SAFEKEEPING DR#11-2169	1,011.06
48623	10/26/11	111005	MARIA A. PICON REFUND-HALL DEPOSIT 10/1/11	300.00
48624	10/26/11	111005	QUICK DISPENSE MISC SUPPLIES-CITY HALL MISC SUPPLIES-CITY HALL	294.80
48625	10/26/11	111005	QUILL CORPORATION OFFICE SUPPLIES-JAIL/BELL P. D. OFFICE SUPPLIES-JAIL/BELL P. D. OFFICE SUPPLIES-CITY COUNCIL OFFICE SUPPLIES-DB/BELL P. D. OFFICE SUPPLIES-GEN SVCS OFFICE SUPPLIES-ADMIN SVCS	1,991.36
48626	10/26/11	111005	JOCELYNNE RAMIREZ REFUND-KUNG FU CLASS/J. MENDEZ	30.00
48627	10/26/11	111005	RELIA-TECH CAT5E PATCH CABLE-POLICE CARS LINKSYS USB ETHERNET ADAPTER BELL P. D. PREPAID MAINT CONTRACT-OCT'11	2,557.99
48628	10/26/11	111005	JOSEFINA RIVAS	1,248.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
AEROBICS INSTRUCTOR-9/26-11/3				
48629	10/26/11	111005	RSCC ENGINEERING, INC ENGINEERING SVCS-9/27-10/7/11 STREET REHAB PROJ-PROP. 1B FLORENCE AC OVERLAY PROJ STREET REHAB PROJ-FILMORE ST	14,605.00
48630	10/26/11	111005	STATE OF CALIFORNIA 25% TAX WITHHELD ORDER-L. M.	7,243.75
48631	10/26/11	111005	TRANSTECH PLAN CHECK SVCS-6/3/11 PC#45225 PLAN CHECK SVCS-8/22/11 PC#45410, 45415, 45413	1,108.65
48632	10/26/11	111005	UNIFIED TRANSLATION SERVICES INTERPRETING SVCS PROPERTY TAX BILL EXPLANATION	96.45
48633	10/26/11	111005	WELLS FARGO BANK REFUND-T. U. P. #11-29 DEPOSIT	500.00
48634	10/26/11	111005	WELLS FARGO REMITTANCE CENTER NATURAL GAS BILLING-PARKS&REC	8.07
48635	10/26/11	111005	WELLS LOCK & KEY KEYS-ICAD/CITY CLERK OFFICE KEYS-BELL HOUSE KEYS-PATROL LOCKERS/BELL P. D. SVC CALL/FILE LOCK/KEYS-ADMIN	139.00
TOTAL	70 CHECKS			588,169.10
*W0000639	10/19/11	111006	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 10/4/11	9,172.99
W0000640	10/20/11	111006	CAL-PUBLIC EMPLOYEE RETIREMENT RETIREMENT PYMT-PAY 10/14/11 NORMAL PAY	60,570.73
TOTAL	2 WIRES			69,743.72
TOTAL				657,912.82

**BCHA 1-
Bell Community
Housing Authority**

**Warrants
for**

October 12-26, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1580	10/13/11	111024	MAYWOOD MUTUAL WATER CO WATER BILLING-10/12/11 4416 1/2 GAGE AVE-BCHA	181.59
1581	10/13/11	111024	GOLDEN STATE WATER COMPANY WATER BILLING-8/18-9/21/11 4416 GAGE AVE-BCHA WATER BILLING-8/18-9/21/11 6633 PINE AVE/LAUNDRY-BCHA WATER BILLING-8/18-9/21/11 4207 BELL AVE-BCHA WATER BILLING-8/18-9/21/11 6712-18 OTIS AVE-BCHA WATER BILLING-8/22-9/23/11 6419 PROSPECT AVE-BCHA WATER BILLING-8/23-9/26/11 6327 PINE AVE-BCHA	1,153.93
1582	10/19/11	111024	VOID VOID-TEST PRINT	0.00
1583	10/19/11	111024	VOID VOID-TEST PRINT	0.00
1584	10/19/11	111024	THE GAS COMPANY GAS BILLING-9/9-10/7/11 6304 KING AVE/LAUNDRY-BCHA	21.64
TOTAL	5 CHECKS			1,357.16

**BCHA 2-
Bell Community
Housing Authority**

**Warrants
for**

October 12-26, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1585	10/19/11	111034	AT&T TELEPHONE BILLING-9/4-10/3/11 FLORENCE VILLAGE MHP	146.35
1586	10/19/11	111034	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-OCT'11 4874 GAGE AVE-BMHP WASTE/RECYCLING SVCS-OCT'11 5162 FLORENCE AVE-MMHP/FVMHP WASTE/RECYCLING SVCS-OCT'11 5246 FLORENCE AVE-DRMHP/FVMHP	5,971.38
1587	10/19/11	111034	THE GAS COMPANY GAS BILLING-9/9-10/7/11 4874 GAGE AVE-BMHP GAS BILLING-9/12-10/10/11 6503 WILCOX AVE-BMHP	1,025.68
1588	10/19/11	111034	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/31-10/1 4874 GAGE AVE-BMHP ELECTRICAL BILLING-8/31-10/1 4874 GAGE AVE-BMHP	4,407.57
1589	10/21/11	111034	VOID VOID-TEST PRINT	0.00
1590	10/21/11	111034	VOID VOID-TEST PRINT	0.00
1591	10/21/11	111034	AT&T TELEPHONE BILLING-9/4-10/3/11 BELL MOBILE HOME PARK	165.54
1592	10/26/11	111035	ALL AMERICAN HOME CENTER HARDWARE SUPPLIES-FVMHP	40.12
1593	10/26/11	111035	AMERICAN PAPER PLASTIC JANITORIAL SUPPLIES-FVMHP JANITORIAL SUPPLIES-BMHP	655.95
1594	10/26/11	111035	CITY OF BELL REIMB-BCHA TO GEN NEXTEL BILL CELL BILLING-9/2-10/1/11	214.60
1595	10/26/11	111035	LIDIA CRUZ REFUND-CLUBHOUSE DEPOSIT 10/8	25.00
1596	10/26/11	111035	RODOLFO G. & JUANITA DAVILA MANAGEMENT SVCS-10/1-31/11 FLORENCE VILLAGE MHP	5,400.00
1597	10/26/11	111035	DEPARTMENT OF HOUSING AND	38.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			REGISTRATION RENEWAL 5162 FLORENCE AVE-FVMHP	
1598	10/26/11	111035	FIRST CHOICE MISC SUPPLIES-FVMHP	28.15
1599	10/26/11	111035	THE GAS COMPANY GAS BILLING-5/23-6/22/11 FVMHP	840.40
1600	10/26/11	111035	METERMAN SERVICES, INC METER READING--SEP '11 5162 FLORENCE AVE-FVMHP METER READING--SEP '11 4874 GAGE AVE-BMHP	816.15
TOTAL	16 CHECKS			19,774.89

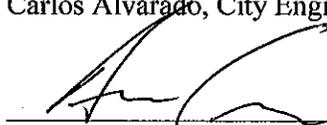
City of Bell Agenda Report

DATE: October 26, 2011

TO: Mayor and Members of the City Council

FROM: Carlos Alvarado, City Engineer

APPROVED
BY:



Arne Croce, Interim Chief Administrative Officer

SUBJECT: Extension of Services Agreement for West Coast Arborists, Inc. from July 1, 2011-June 30, 2012.

RECOMMENDATION:

Authorize the Interim CAO to execute an agreement with West Coast Arborist Inc. (WCA) to extend the City's tree maintenance agreement through June 30, 2012 at the rates included in Exhibit "A" of the agreement.

BACKGROUND:

At the meeting of Oct. 12th, Council continued this item and directed staff to seek better terms for the continuation of tree maintenance services by West Coast Arborists. Since that time, staff has met with West Coast Arborist personnel. West Coast Arborists has offered the City of Bell the unit costs for annual tree maintenance contained in a contract recently awarded to the firm through a competitive bidding process by the City of Diamond Bar. The offered unit price for basic tree trimming is \$40 per tree vs. the current rate of \$44.00/tree. As basic tree trimming accounts for approximately 90% of the City's tree maintenance program, the savings to the City will be approximately 9%. In reviewing the results of recent competitive bid processes in other cities, the \$40 per tree cost is very favorable. The unit cost for extra work beyond annual tree maintenance remain at the rates in the current Bell contract; most of these rates are lower than those contained in the Diamond Bar contract. WCA is also offering to complete a tree inventory for the City and access to their web-based tree inventory program at no additional cost to the City. The value of this inventory is estimated at approximately \$10,000.

The City's current standard of trimming all street trees yearly is a high level of service. Many cities are on cycles that can run from 5—7 years. Changing the City's tree trimming frequency can lower the annual costs of the tree trimming program and result in a lower yearly property assessment necessary for the Landscape and Lighting District. Staff recommends the City Council review the current tree trimming policy as the 2012-13 budget and assessments are prepared.

FINANCIAL IMPACT

The City's current year budget appropriates \$130,000 to the tree maintenance program. With the lower cost of the new agreement, the cost should not exceed \$120,000.

ATTACHMENTS

- 1) Amendment No. 1 to Tree Maintenance Agreement Between City of Bell and West Coast Arborists, Inc.
- 2) Letter offer of revised terms from West Coast Arborists
- 3) Existing agreement

AMENDMENT NO. 1 TO AGREEMENT FOR TREE MAINTENANCE
CONTRACTUAL SERVICES BETWEEN CITY OF BELL
AND WEST COAST ARBORISTS, INC.

THIS AMENDMENT NO. 1 TO TREE MAINTENANCE AGREEMENT (“Amendment”) by and between the **CITY OF BELL** (“City”) and West Coast Arborists, Inc., (“Contractor”) is effective as of the 26th day of October, 2011.

RECITALS

A. City and Contractor entered into that certain Tree Maintenance Agreement dated July 1, 2003 (“Agreement”), whereby Contractor agreed to provide tree maintenance services for the City.

B. City and Contractor now desire to amend the Agreement to and revise the scope of Work, to extend the term thereof until the City completes a bid process for continuation of tree maintenance services and to include additional compensation to the original Contract Amount for tree maintenance services between October 26, 2011 and June 30, 2012 in an amount not to exceed \$130,000.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

(a) Section 3, “Contract Price”, is amended to read, in its entirety, as follows:

For the period of October 26, 2011 to June 30, 2012, Contractor shall perform the Work for a total amount not to exceed \$130,000. The rate of compensation shall be as established in the Schedule of Compensation attached hereto as Exhibit “A” (“Schedule of Compensation”). New Exhibit “A” does not amend the existing exhibit schedule of compensation but pertains to the additional services performed hereunder.

(b) Section 9, “Term”, is amended to read, in its entirety, as follows:

The term of this Agreement shall commence as of October 26, 2011, and continue through June 30, 2012.

(c) Section 10, “City’s Right to Terminate”, is amended to read, in its entirety, as follows:

City may terminate this Agreement, with or without cause, by providing 30 days written notice to Contractor at the following address, or at such new address as Contractor shall previously inform the City in writing:

West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806
Fax: (714) 956-3745

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Contractual Services Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been not events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

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

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

[Signatures on the following page.]

CITY:

CITY OF BELL

Chief Administrative Officer

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David Aleshire, City Attorney

CONTRACTOR:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two signatures are required if a corporation

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.



**CITY OF BELL
SCHEDULE OF COMPENSATION
TREE MAINTENANCE SERVICES**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
Grid or Annual Tree Maintenance	Each	\$ 40.00
ADDITIONAL SERVICES:		
Tree Raising	Each	\$ 22.00
Complete tree and stump removal	Inch (DBH)	\$ 15.00
Stump only removal	Inch	\$ 5.00
Palm Tree Skinning	Per foot	\$ 7.00
Tree Planting (includes tree, labor, materials)		
15 gallon tree without root barrier	Each	\$ 95.00
15 gallon tree with root barrier	Each	\$ 80.00
24 inch box without root barrier	Each	\$ 195.00
24 inch box with root barrier	Each	\$ 160.00
Tree Watering	Day	\$ 360.00
Crew Rental (3 men, aerial unit, dump truck and chipper)	Hourly	\$ 150.00
Crew Rental (2 men with equipment)	Hourly	\$ 100.00
Crew Rental (1 man with equipment)	Hourly	\$ 50.00
Emergency call out (Evening, Holiday And or Weekend)	Hourly	\$ 200.00
Tree Maintenance - Service Requests (based on Crew Rental Rate)		
Small variety, (0-6" dbh)	per tree	\$ 35.00
Medium variety, (7-16" dbh)	per tree	\$ 75.00
Large variety, (over 16")	per tree	\$ 155.00
GPS Tree Inventory	Lump Sum	No Fee



October 20, 2011

City of Bell
ATTN: Arne Croce, Interim Chief Administrative Officer
6330 Pine Avenue
Bell, CA 90201

RE: TREE MAINTENANCE & MANAGEMENT SERVICES

Dear Mr. Croce,

Thank you for taking the time to meet with me earlier this week. As we discussed, the initial term of the Agreement expired on June 30, 2010 and we expressed our interest in continuing working for the City of Bell under the provisions of the Agreement.

The Agreement allows the City to extend for an additional five-year period in one-year increments. We recognize that municipalities, including Bell, remain challenged by substantial reductions in revenue and increased operating costs. To promote stability, reduce operating costs, and to guarantee the residents with quality tree care and customer service for years to come, we propose a **10.0% discount off the Tree Trimming unit cost** (which is the primary work performed for the City) and hold this rate and the other unit rates the same until June 30, 2015. These rates will closely match the rates from a recent bid conducted by the City of Diamond Bar. Attached for your review is our proposed price schedule.

As part of this extension and during the entire length of the contract, WCA will provide the City with a new GPS tree inventory (valued at approximately \$7,500), and access to our web-based tree inventory program called ArborAccess with unlimited software support (valued at approximately \$3,600 annually) at no additional cost to the City.

We appreciate your ongoing efforts to make this Agreement a success for both the City and WCA and look forward to continuing our successful business relationship. Should you have any questions, or require additional information please do not hesitate to contact me at (800) 521-3714.

Sincerely,

Victor M. Gonzalez
Vice President, Marketing

TREE MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered by and between the CITY OF BELL, a municipal corporation (hereinafter "City"), and WEST COAST ARBORISTS, INC. (hereinafter "Contractor").

WHEREAS, the City Council of the City at a meeting held on the _____ of December, 2003 authorized the Mayor and City Clerk to enter into this Contract after public bidding.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

1. Defined Terms

Terms used in this Contract which are defined in the General Conditions/Specifications have the meaning assigned to them therein.

On or about November 10, 2003, the City of BELL issued its Notice Inviting Bids whereby it solicited proposals for municipal tree maintenance for fiscal years 2004-2005 THROUGH 2009-2010 with options for extensions. CONTRACTOR submitted its bid to the City of BELL on November 24, 2003, and was subsequently awarded the contract by the City of BELL.

2. Performance of Work

The Contractor shall furnish all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the work described as follows: Tree trimming, tree & stump removal, and inventory services (hereinafter "work").

The Contractor shall perform all of the work in strict accordance with the Contract Documents as enumerated in Article 7 hereof.

The Contractor shall be liable to the City for any damages arising from, or as a result of, a failure to fully comply with the Contract Documents. Contractor shall not be excused with respect to any failure to so comply by any act or omission of the City, its officers, employees or agents, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Contract Documents.

3. Contract Price

The City shall pay to the Contractor for completed work as directed by the City, in accordance with the Schedule of Compensation included in the Contract Documents. Such compensation shall not exceed budgeted amount in any fiscal year (July 1 through June 30) without prior written authorization.

4. Payments

The Contractor shall submit an itemized invoice to the City on the 15th and following the close of each month. The City shall pay an invoice within thirty-five (35) days of submission or resolution of disputed items.

5. Contract Documents

The contract entered into consists of the following Contract Documents, all of which are component parts of the contract as if herein set forth in full or attached hereto:

- (a) Contract
- (b) Schedule of Compensation
- (c) Verification of California Contractor's License

6. Independent Contractor

The Contractor is and shall at all times remain as to the City a wholly-independent Contractor. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of the Contractor or any of the Contractor's officers, employees, servants, agents or subcontractors, except as set forth in the Contract Documents. The Contractor shall not at any time or in any manner, represent that it or any of its officers, employees, agents, or subcontractors, are in any manner, officers, employees, agents or subcontractors of the City.

7. Indemnification

The Contractor hereby agrees to indemnify, defend and hold harmless the City, and its officers, employees, servants and agents from and against any and all claims, liability, loss, damage, cost and expense, including court costs and attorney's fees, whether or not litigation be commenced, because of injury or death to any person whomsoever or damage to any property whatsoever, arising out of or in any way connected with the performance of the work by the Contractor or any of the Contractor's officers, employees, servants or agents or any subcontractor.

The City does not, and shall not, waive any rights against Contractor which it may have by reason of the aforesaid indemnification agreement, because of the acceptance by the City, or the deposit with the City by Contractor, of any of the insurance policies specified in this Contract or other Contract Document.

The aforesaid indemnification agreement shall apply regardless of whether or not the insurance policies specified in this Contract or other Contract Document shall have been determined to be applicable to the claim, liability, loss, damage, cost or expense.

8. Insurance

The Contractor shall secure from a good and responsible company or companies doing insurance business in the State of California, pay for, and maintain in full force and effect for the duration of this Contract the policies of insurance required by this Article and shall furnish to the Department of Public Works a completed certificate of insurance together with the executed copies of this Contract.

Notwithstanding any inconsistent statement in any of said policies or any subsequent endorsement attached thereto, the protection offered by the policies shall:

(A) Name the City and its officers, employees, servants and agents as additional insured with the Contractor, whether liability is attributable to the Contractor or the City.

(B) Insure the City and the Contractor and their respective officers, employees, servants and agents while acting in the scope of their duties under this Agreement against all claims, demands, damages, liabilities, losses, costs or expenses arising from, or in any way connected with, the performance of this Agreement by the Contractor or the City.

(C) Bear an endorsement or have attached a rider, executed by a duly authorized officer of the insurance company, whereby it is provided that such policy provides primary coverage and that any other policy that may afford coverage to the City shall be excess over, and not concurrent with, such policy.

(D) Bear an endorsement or have attached a rider, executed by a duly authorized officer of the insurance company, whereby it is provided that, in the event of proposed cancellation or amendment of such policy for any reason whatsoever, the City shall be notified by certified or registered mail, postage prepaid, return receipt requested, not less than thirty (30) days before the cancellation is effective.

a. Consistent with the provisions of Paragraphs 10.1 and 10.2 of this Article, the Contractor shall provide public liability and property damage insurance as follows:

General Liability.....\$ 500,000 each person

	\$1,000,000	each occurrence
	\$1,000,000	aggregate products and complete operations
Property Damage	\$ 500,000	each occurrence
	\$1,000,000	aggregate

A combined single limit policy with aggregate limits in the amount of \$1,000,000 will be considered equivalent to the required minimum limits.

The public liability and property damage insurance shall specifically provide:

(A) That the City of Bell as respects any agreement, contract, activity, omission, operation or undertaking of the named insured with the City whether liability is attributable to the insured or to the City, excepting the sole negligence of the City, insofar as and to the extent that such agreement is permitted by the applicable laws. The insurance companies hereunder further agree to defend the City, including investigation and attorney's fees, until a legal determination is made that it was not obligated to do so because of the sole negligence of the City.

(B) That the contractual liability of the named insured as assumed under the terms of its contract with the City, subject to policy terms and conditions.

(C) Broad form property damage including but not limited to underground coverage, explosion and collapse.

(D) Owners or contractors protective, manufactures and contractors, and elevator liability.

(E) Minimum standards of comprehensive general and auto liability.

b. Contractor, and every subcontractor, shall provide complete workers' compensation insurance consistent with the provisions of Paragraph 10.1 of this Article, or a certificate of consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code. Contractor shall indemnify, defend and hold harmless the City and its officers, employees, servants and agents from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance. (Labor Code § 3700.)

9. Term

This contract shall be in effect from the effective date until June 30, 2010. With concurrence of both the City and the Contractor, it may be extended for an additional five (5) years in one (1) year periods at the rates contained in the Schedule of Compensation included in the Contract Documents.

The term of this Agreement shall commence as of January 1, 2004, and continue through June 30, 2010 ("Initial Term"), with an option authorizing the Director of Public Works or his/her representative to continue said agreement up to five years on a year-to-year basis on the same terms and conditions as prescribed in this Agreement, subject to any change in the rate of compensation to be paid to CONTRACTOR as hereinafter provided. If CITY desires to exercise its renewal option, CITY shall advise CONTRACTOR in writing of its intent to extend the Agreement by not later than September 1st of the term then expiring. If CONTRACTOR desires to adjust the rates as set forth in the then current Schedule of Rates for such extension period, CONTRACTOR shall give CITY written notice of such adjustment by September 15th of the term then expiring. If CONTRACTOR gives notice of any adjustment in the Schedule of Rates, CITY may then rescind the exercise of its option, provided, however, written notice of such rescission must be issued by CITY to CONTRACTOR no later than October 1st of the term expiring.

The CITY, at its option and with CONTRACTOR concurrence, may renew this contract for an additional five-year periods, in one year increments, on the same terms and conditions as provided herein. This option may be exercised only if the CONTRACTOR demonstrates superior performance in the provision of tree maintenance services during the prior five-year contract term, assuming all of the annual renewal options were awarded.

10. City's Right To Terminate

If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the term specified or any extension thereof, or fails to complete said work within such time, or fails to perform the work in a satisfactory manner, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the City, or otherwise breach this contract, the Director of Public Works shall serve written notice on the Contractor of the intention that this contract be terminated together with the reasons therefor. Unless within 30 days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said 30 days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.

In event of any such termination, the City shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this contract, provided, however, that if surety within five (5) days after service upon it of said notice of termination does not give the City written notice of its intention to take over and perform this

contract or does not commence performance thereof within ten (10) days from the date of serving such notice, the City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and he and his surety shall be liable to the City for any excess cost or other damages occasioned the City thereby.

If the City takes over the work as hereinabove provided, the City may, without liability for so doing, take possession of, and utilize in completing the work, such materials, appliance, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

11. Arbitration

Except as otherwise expressly provided herein, the Parties hereto agree that any claim or dispute between them arising out of or relating to the terms of this agreement shall be resolved by compulsory binding arbitration conducted by a retired Superior Court Judge of the State of California or other qualified person the Parties mutually agree upon. The claim or dispute being arbitrated shall be resolved in accordance with California law.

The arbitration proceedings shall be governed by the laws and procedures governing civil judicial proceedings in this state. Each party shall comply with all applicable laws relating to binding and compulsory arbitration, the directions given by the Arbitrator, and the provisions of this agreement. The determinations made by the Arbitrator, if within the scope of the Arbitration and the Arbitrator's function, shall be binding and conclusive on the Parties and shall be enforceable in the manner provided by law.

Arbitrator shall be selected in the following manner:

- a. The party initiating the arbitration ("Initiating Party") shall prepare and submit to the other party a list ("List") containing the names of not to exceed three (3) retired Superior Court Judges, all of whom the Initiating Party believes are qualified to serve as Arbitrator. The names of the judges on the List shall be numbered consecutively.
- b. The party upon whom the List is served, within ten (10) calendar days after service of the List, shall either:
 - i. select one of the named retired judges to act as Arbitrator, in which case that retired judge shall serve as the Arbitrator; or
 - ii. strike one (1) name from the List.

- c. Upon expiration of said ten- (10-) day period, if no selection is made, the Arbitrator shall be the retired judge on the List with the lowest number next to his name, unless that judge's name was stricken during the ten- (10-) day period by the non-initiating party.
- d. If for any reason the retired judge designated as the Arbitrator is unwilling or unable to serve as the Arbitrator, the judge on the List with the next lower number whose name was not stricken shall be the Arbitrator. In the event that none of the three retired judges named on the List are willing or able to serve as the Arbitrator, the Initiating Party shall prepare and submit a new List containing the names of not to exceed three (3) different retired judges, and the above-described procedure shall be followed until an Arbitrator is selected.

Each party hereto hereby agrees to pay one-half of the compensation to be paid to the Arbitrator and, except as otherwise expressly provided herein, each party shall bear its own costs and expenses of arbitration, including, but not limited to, attorneys' fees and related costs.

By way of illustration, if the List served by the Initiating Party upon the other party has the name of three (3) retired judges, A, B, and C, numbered 1, 2, and 3, respectively, and number 1 is stricken, then B, Number 2, shall be deemed, for all purposes, to be the selected Arbitrator.

12. Claims

Prior to initiating any arbitration proceedings, the contractor must comply with the following procedures for all claims:

- a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. The requirements of this section do not extend or supercede notice requirements otherwise provided by the contract for the filing of claims.
- b) Within 10 days of receipt of the claim, the City may request additional documentation supporting the claim.
- c) Regardless of whether the City requests additional documentation supporting the claim, the City may respond in writing to the claim within 30 days of receipt of the claim. If the City does not respond within said 30 day period, then the claim shall be deemed denied.

- d) If the City responds in writing to the claim and the claimant disputes the written response by the City, then, upon demand by the contractor, the City may, but is not required to, schedule a meet and confer conference within 20 days of receipt of said demand.
- e) This section does not change the time periods or filing requirements for filing claims against public entities as required by Government Code Section 900, et seq.

13. Waiver

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

14. Notice

Whenever it shall be necessary for either party to serve notice on the other respecting the contract, such notice shall be served by registered mail, postage prepaid, return receipt requested, addressed to the Director of Public Works, 6330 Pine Avenue, Bell, CA 90201, and to the Contractor at 2200 E. Via Burton Street, Anaheim, CA 92806 unless and until different addresses may be furnished in writing by either party to the other.

Notice shall be deemed to have been served as of the third (3rd) day after the same has been deposited in the United States postal service. This shall be a valid and sufficient service of notice for all purposes.

15. Assignment

The Contractor shall not assign the performance of the contract, nor any part thereof, nor any monies due or to become due hereunder, without the prior written consent of the City. It is understood and acknowledged by the parties that the Contractor is the most responsible bidder qualified to perform the work.

Subject to the provision of this Article regarding assignment, the contract shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor.

17. Miscellaneous Provisions

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the Contract Documents.

The contract shall be effective from and after the date that this Contract is signed by the representatives of the City.

This Contract is made in three (3) original counterparts.

The captions of the articles, sections, subsections, paragraphs and subparagraphs of the Contract Documents are for reference only and are not to be construed in any way as a part of the contract.

The remedies contained in this Contract are cumulative, and in addition to and not in limitation of, any remedy at law or in equity to which the City may be entitled.

18. Entire Agreement

The Contract Documents integrate all terms and conditions in connection with the work called for herein and supersede all negotiations and prior understandings, either oral or in writing, in respect to the subject matter hereof.

The Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all.

Each and every provision of law and clause required to be inserted into the Contract Documents shall be deemed to be inserted therein, and if through mistake or otherwise any such provision is not inserted, or is not inserted correctly, then upon application of either party, the Contract Documents shall forthwith be amended in writing to make such insertion or correction.

The Contract Documents shall not be amended except by a writing duly executed by the parties.

This Contract shall be effective upon the date executed by the Mayor, which execution shall not take place until this Contract is executed by Contractor and all necessary documents are provided to City.

CONTRACTOR:

A Corporation

West Coast Arborists, Inc.

(Corporation Name)

California

(State of Incorporation)

By: Patrick Mahoney

(Person Authorized to Sign)

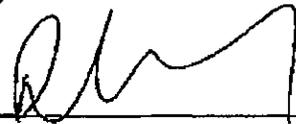
President

(Title)

March 4, 2004

Date

Signature



(Corporate Seal)

Attest: Rose Epperson

(Secretary)

Business address: 2200 E. Via Burton St.

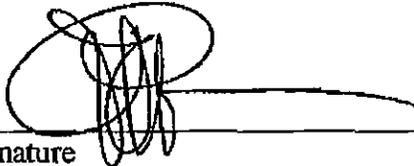
Anaheim, CA 92806

Telephone Number: (800) 521-3714

March 4, 2004

Date

Signature



CITY OF BELL

By _____
Mayor

Date _____

ATTEST:

City Clerk

VERIFICATION OF CALIFORNIA

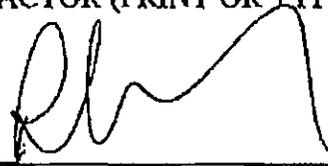
CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 et seq. and was so licensed at the time that the bid was awarded:

California Contractor's License:

366764	D49/C61 G27	12/31/04
<u>License Number</u>	<u>Class</u>	<u>Expiration Date</u>

West Coast Arborists, Inc.
CONTRACTOR (PRINT OR TYPE)



March 4, 2004
Date

Signature Patrick Mahoney, President



SCHEDULE OF COMPENSATION

	<u>UNIT</u>	<u>UNIT PRICE</u>
Grid or Annual Tree Maintenance	Each	\$ 44.00
EXTRA WORK:		
Tree Raising	Each	\$ 22.00
Standard Tree Inventory with Tree Maintenance Contract	Lump Sum	No Fee
Complete tree and stump removal	Inch (DBH)	\$ 15.00
Stump only removal	Inch	\$ 5.00
Palm Tree Skinning	Per foot	\$ 7.00
Tree Planting:		
15 gallon tree with root barrier	Each	\$ 95.00
15 gallon tree without root barrier	Each	\$ 80.00
24 inch box with root barrier	Each	\$ 195.00
24 inch box without root barrier	Each	\$ 160.00
Tree Watering	Day	\$ 360.00
Crew Rental (3 men, aerial unit, dump truck and chipper)	Hourly	\$ 150.00
Crew Rental (2 men with equipment)	Hourly	\$ 100.00
Crew Rental (1 man with equipment)	Hourly	\$ 50.00
Emergency call out (Evening, Holiday And or Weekend)	Hourly	\$ 200.00
Tree Maintenance - Service Requests (based on Crew Rental Rate)		
Small variety, (0-6" dbh)	per tree	\$ 35.00
Medium variety, (7-16" dbh)	per tree	\$ 75.00
Large variety, (over 16")	per tree	\$ 155.00

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**City of Bell
Agenda Report**

DATE: October 26, 2011

TO: Mayor and Members of the City Council

FROM: Aleshire & Wynder, LLP

APPROVED
BY:



Arne Croce, Interim Chief Administrative Officer

SUBJECT: Assembly Bill 27 Urgency and Companion Regular Ordinances Continuing the Existence of the Bell Community Redevelopment Agency and Committing the City to Annual Remittances Pursuant to AB 27.

RECOMMENDATION:

That the City Council (1) adopt the proposed urgency ordinance; and (2) introduce the proposed companion regular ordinance to continue the existence of the Bell Community Redevelopment Agency and commit the City to pay annual remittances to the Los Angeles County Auditory-Controller in accordance with AB1X 27. The ordinances are titled as follows:

1) AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DETERMINING IT WILL COMPLY WITH THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BELL

2) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DETERMINING IT WILL COMPLY WITH THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BELL

BACKGROUND:

As part of the 2011-12 State budget bill, the California Legislature enacted and the Governor signed, companion bills Assembly Bill 1X 26 ("AB 26") and Assembly Bill 1X 27 ("AB 27"), requiring that each redevelopment agency be dissolved unless the City that created it enacts an ordinance committing it to making certain payments.

AB 26 prohibits redevelopment agencies from taking numerous actions effective on June 29, 2011, and purportedly retroactively and additionally provides that agencies are deemed to be dissolved as of October 1, 2011. Once a redevelopment agency is dissolved, AB 26 makes its existing assets and future property tax revenues available for use by a successor agency to wind-down existing obligations and for distribution of any residual funds to the appropriate taxing entities.

AB 27 provides that a community may participate in an "Alternative Voluntary Redevelopment Program," in order to enable a redevelopment agency within that community to remain in existence and carry out the provisions of the Community Redevelopment Law. This is done by enacting an "opt-in" ordinance no later than November 1, 2011, and agreeing to make certain "voluntary" community remittance payments. If the City does not adopt an "opt-in" ordinance by October 1, 2011, or a "non-binding" resolution of intent to adopt an "opt-in" ordinance by November 1, 2011, automatic dissolution of the Redevelopment Agency occurs, based on current law. *Notably, the Bell City Council adopted the "non-binding" resolution of intent on September 28, 2011, to extend its deadline for adopting the binding ordinances to November 1.*

The Alternative Voluntary Redevelopment Program requires that the City agree by ordinance to remit specified annual amounts to the county auditor-controller. In the case of the City of Bell, it would have to agree make a Fiscal Year 2011-2012 community remittance in the amount of \$1,100,812 as well as subsequent annual community remittances estimated at \$261,017.

Financial Payment:

Continuing the Redevelopment Agency pursuant to AB 27 will enable the Agency's budgeted capital projects (and potentially others) to be constructed using existing tax-exempt bond proceeds. If Agency funds are not available for the payment of these projects, the remaining source to pay for these projects would be the City's General Fund. Since the City's General Fund is fully burdened, this approach is not recommended. Alternatively, staff is recommending that the Redevelopment Agency not be dissolved under AB 26, but instead be continued as set forth under AB 27.

AB 27 states that the annual remittance payment is an obligation of the City, and not of the Agency. However, it does provide for a separate agreement whereby the Agency will reimburse the City for the remittance payment. On September 28, 2011, the City and Agency approved a "Remittance Agreement" to put this reimbursement arrangement into place.

The "voluntary" remittance payment required by the State to continue the Bell Community Redevelopment Agency is \$1,100,812 for Fiscal Year 2011-12 and estimated at \$261,017 per year in subsequent fiscal years. In regards to the future annual payments of approximately \$261,017, City/Agency staff will be reviewing the various financial options, and will provide a staff recommendation at the appropriate time. If at any point the Agency/City is unable to make the payments required by AB 27, the Agency/City can withdraw from the program in which case

the Agency would follow the provisions of AB 26, wind-down, and cease operations. In such a case, AB 26 would be the guiding legislation for the orderly winding-down of the Agency's operations.

The City/Agency's Financial Consultant, RSG, Inc., has prepared a financial analysis of the AB 27 payments over time, the impact of such payments on the Agency's funds, and the feasibility of such payments for purposes of continuing the Agency's existence. That analysis will be presented concurrently with this Staff Report.

Proposed Ordinances:

In light of the above financial analysis and under the threat of dissolution of the Redevelopment Agency, it is staff's recommendation that the City Council adopt the requisite ordinance so that the City (with the assistance of the Redevelopment Agency, over the next few years) can continue to implement a variety of redevelopment projects and programs for the purpose of eliminating and preventing blight, stimulating and expanding the Bell Redevelopment Project Area's economic growth, creating and developing local job opportunities and contributing to much needed public infrastructure.

While the proposed ordinances express the City's intent to make the required community remittances, in order to prevent a total loss of benefits provided by the Agency to the taxpayers, property owners and residents of the City, the ordinances make it clear that the required remittances shall be made "under protest and without prejudice to the City's and Agency's right to recover such amounts and interest thereon, to the extent there is a final determination that AB 26 and AB 27 are unconstitutional or otherwise illegal or repealed." In other words, the City will reserve the right, regardless of any community remittance made pursuant to the ordinances, to challenge the legality of AB 26 and AB 27 on behalf of the City and/or Agency. The ordinances also reserve the City's right to appeal the amounts of the remittance payments, as those amounts have been determined or set by the Department of Finance, at any time.

Urgency Findings:

Two ordinances are presented to the City Council: (1) an urgency ordinance and (2) a companion regular ordinance. California Government Code Section 36937(b) provides that an urgency ordinance for the immediate preservation of the public peace, health or safety may take effect immediately. Staff and City Counsel believes that an urgency ordinance is needed in this instance to insure that the City (with the continued assistance of the Redevelopment Agency) can immediately continue with implementing a variety of pending redevelopment projects and current programs that eliminate and prevent blight, stimulate and expand economic growth throughout the City, create and develop local job opportunities and alleviate deficiencies in the City's public infrastructure.

Moreover, the Agency has only until November 1, 2011, to enact an Ordinance in compliance with AB 27 or else face potential dissolution (depending on the outcome of the CRA Lawsuit and application of the Supreme Court stay order arising therefrom). The City of Bell has faced, in the last year, severe economic, political and administrative crises which have effectively prevented the City from taking any prior action in re AB 27 due to the absence of an active and able legislative body. Given the totality of these circumstances, the City's need to adopt this

Ordinance now has become dire in order to preserve the City's intent to maintain and continue the public benefit programs associated with redevelopment.

The purpose of the companion regular ordinance is to insure that in the event the City is challenged for adopting an urgency ordinance the regular ordinance will be in effect at the time a challenge is filed, which will make the challenge moot.

Lawsuit Challenging AB IX 26 and 27:

On July 18, 2011, the League of California Cities and the California Redevelopment Association filed a petition on behalf of cities, counties and redevelopment agencies asking the California Supreme Court to overturn AB IX 26 and AB IX 27. This case of *California Redevelopment Association, et al. v. Matosantos, et al.*, California Supreme Court Case No. S194861 (the "CRA Lawsuit") was brought on the following grounds:

- AB 27 violates the State Constitution because it requires redevelopment agencies to use their tax increment funds for the benefit of the state and other local jurisdictions;
- AB 26's attempt to restrict the use of redevelopment agencies' funds pending their dissolution violates the State Constitution;
- AB 26's attempt to dissolve the redevelopment agencies violates the State Constitution;
- The AB 27 payments violate the State Constitution to the extent they are made with property tax proceeds;
- The payments violate the State Constitution to the extent they are made with proceeds of local taxes other than property taxes; and
- Requiring local governments to responsibility to shoulder part of the state responsibility to fund schools constitutes an unfunded state mandate.

Other lawsuits challenging the validity of AB 26 and AB 27 also may be filed.

Pending a decision on the merits in the CRA Lawsuit, the California Supreme Court has stayed the effectiveness of portions of AB 26 and AB 27. It remains unclear how the CRA Lawsuit and judicial stay will ultimately impact the ability of cities and redevelopment agencies to opt-in to the AB 27 scheme. It is therefore the intention of the City that the recommended ordinances shall be conditioned upon the outcome of the CRA Lawsuit and stay. If the decision on the merits in the CRA Lawsuit or any other lawsuit challenging the validity of AB 26 and/or 27 holds that provisions of AB 27 authorizing the making of remittances to the County Auditor are invalid for any reason, the ordinances shall be null and void and of no effect and the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay (including the ongoing Supreme Court stay).

ATTACHMENTS:

1. Urgency Ordinance No. 1181
2. Ordinance No. 1182

ORDINANCE NO. 1181

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DETERMINING IT WILL COMPLY WITH THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BELL

WHEREAS, on June 30, 1986, by Ordinance No. 920, the City Council of the City of Bell (“City”) approved and adopted the Redevelopment Plan for the City of Bell Redevelopment Project (“Redevelopment Plan”) covering certain properties within the City (the “Project Area”); and

WHEREAS, the Community Redevelopment Agency of the City of Bell (“Agency”) is engaged in activities to execute and implement the Redevelopment Plan pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code § 33000, et seq.) (“CRL”); and

WHEREAS, since adoption of the Redevelopment Plan, the Agency has undertaken redevelopment projects in the Project Area to eliminate blight, to improve public facilities and infrastructure, to renovate and construct affordable housing, and to enter into partnerships with private industries to create jobs and expand the local economy; and

WHEREAS, over the next few years, the Agency hopes to implement a variety of redevelopment projects and programs to continue to eliminate and prevent blight, stimulate and expand the Project Area’s economic growth, create and develop local job opportunities and alleviate deficiencies in public infrastructure, to name a few; and

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature has recently enacted and the Governor has signed, companion bills AB1X 26 (“AB 26”) and AB1X 27 (“AB 27”), requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments; and

WHEREAS, specifically, AB 26 prohibits agencies from taking numerous actions, effective immediately and purportedly retroactively, and additionally provides that agencies are deemed to be dissolved as of October 1, 2011; and

WHEREAS, AB 27 provides that a community may participate in an “Alternative Voluntary Redevelopment Program,” in order to enable a redevelopment agency within that community to remain in existence and carry out the provisions of the CRL, by enacting an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code; and

WHEREAS, the Alternative Voluntary Redevelopment Program requires that the community agree by ordinance to remit specified annual amounts to the county auditor-controller. To this end, on September 28, 2011, the City Council adopted a resolution stating its intent to comply with AB 27 by adopting the required ordinance, and setting the deadline to adopt such ordinance to November 1, 2011; and

WHEREAS, under the threat of dissolution pursuant to AB 26, and upon the contingencies and reservations set forth herein, the City shall make the Fiscal Year 2011-2012 community remittance, currently estimated to be \$1,100,812, as well as the subsequent annual community remittances as set forth in the CRL; and

WHEREAS, the City reserves the right to appeal the California Director of Finance's determination of the Fiscal Year 2011-12 community remittance, as provided in Health and Safety Code Section 34194; and

WHEREAS, City understands that an action challenging the constitutionality of AB 26 and AB 27 has been filed on behalf of cities, counties and redevelopment agencies. To wit, the validity of AB 26 and AB 27 is being challenged in a lawsuit entitled *California Redevelopment Association, et al. v. Matosantos, et al.*, California Supreme Court Case No. S194861 (the "CRA Lawsuit") and other lawsuits challenging the validity of AB 26 and AB 27 may be filed. Pending a decision on the merits in the CRA Lawsuit, the California Supreme Court has stayed the effectiveness of portions of AB 26 and AB 27; and

WHEREAS, it remains unclear how the CRA Lawsuit and judicial stay will ultimately impact the ability of cities and redevelopment agencies to opt-in to the AB 27 scheme. It is therefore the intention of the City and the Agency that this Ordinance shall be conditioned upon the outcome of the CRA Lawsuit and stay. If the decision on the merits in the CRA Lawsuit or any other lawsuit challenging the validity of AB 26 and/or 27 holds that provisions of AB 27 authorizing the making of remittances to the County Auditor are invalid for any reason, this Ordinance shall be null and void and of no effect and the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay (including the ongoing Supreme Court stay); and

WHEREAS, while the City currently intends to make these community remittances, they shall be made under protest and without prejudice to the City's right to recover such amounts and interest thereon, to the extent there is a final determination that AB 26 and AB 27 are unconstitutional; and

WHEREAS, the City reserves the right, regardless of any community remittance made pursuant to this Ordinance, to challenge the legality of AB 26 and AB 27; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Participation in the Alternative Voluntary Redevelopment Program. In accordance with Health and Safety Code Section 34193, and based on the Recitals set forth above, the City Council hereby determines that the City shall, to the extent required by law, comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as enacted by AB 27.

Section 3. Payment Under Protest. Except as set forth in Section 4, below, the City Council hereby determines that the City shall make the community remittances set forth in Health and Safety Code section 34194 *et seq.*

Section 4. Effect of Stay or Determination of Invalidity. City shall not make any community remittance pending the current Supreme Court stay per the CRA Lawsuit, nor in the event any other court of competent jurisdiction either grants a stay on the enforcement of AB 26 and AB 27 or determines that AB 26 and AB 1X 27 are unconstitutional and therefore invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed. Any community remittance shall be made under protest and without prejudice to the City's right to recover such amount and interest thereon in the event that there is a final determination that AB 26 and AB 27 are unconstitutional. If there is a final determination that AB 26 and AB 27 are invalid, this Ordinance shall be deemed to be null and void and of no further force or effect. This Ordinance shall not effect or give rise to any waiver of rights or remedies that the City may have, whether in law or in equity, to challenge AB 26 or AB 27. This Ordinance shall not be construed as the City's willing acceptance of, or concurrence with, either AB 26 or AB 27; nor does this Ordinance evidence any assertion or belief whatsoever on the part of the City that said bills are constitutional or lawful.

Section 5. Implementation. The City Council hereby authorizes and directs the City Manager to take any action and execute any documents necessary to implement this Ordinance, including but not limited to notifying the Los Angeles County Auditor-Controller, the Controller of the State of California, and the California Department of Finance of the adoption of this Ordinance and the City's agreement to comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as set forth in AB 27.

Section 6. Additional Understandings and Intent. It is the understanding and intent of the City Council that, once the Agency is again authorized to enter into agreements under the CRL, the City will, or has already, enter(ed) into an agreement with the Agency as authorized pursuant to Section 34194.2, whereby the Agency will transfer annual portions of its tax increment to the City in amounts not to exceed the annual community remittance payments to enable the City, directly or indirectly, to make the annual remittance payments. The City Council does not intend, by enactment of this Ordinance, to pledge any of its general fund revenues or assets to make the remittance payments. The City reserves the right to withdraw

from making the payments required by AB 27 should the amount of such payments (as will be determined by the State Department of Finance) prove to be in excess of the City's available funds not otherwise obligated for other uses.

Section 7. CEQA. The City Council finds, under Title 14 of the California Code of Regulations, Section 15378(b)(4), that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") in that it is not a "project," but instead consists of the creation and continuation of a governmental funding mechanism for potential future projects and programs, and does not commit funds to any specific project or program. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Los Angeles in accordance with CEQA Guidelines.

Section 8. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the City Clerk's office located at 6330 Pine Ave., Bell, CA 90201. The Bell City Clerk is the custodian for these records.

Section 9. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 10. Certification; Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the City of Bell, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with Government Code § 36933.

Section 11. Urgency Findings. The adoption of this Urgency Ordinance is necessary for the immediate protection of the public peace, health and safety. In accordance with California Government Code Section 36937 and in order to protect the public peace, health and safety, the City Council of the City of Bell finds and determines as follows:

(a) AB 26 prohibits agencies from taking numerous actions, until the City Council adopts an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code, including but not limited to incurring any new monetary or legal obligations or expanding any existing monetary or legal obligations, entering into agreements with any person for any purpose or amending or modifying any existing agreements and taking any action with respect to a redevelopment plan;

(b) Prior to the enactment of an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code, the Agency will be unable to continue efforts to eliminate and prevent blight (including remediation of buildings and structures which are

unhealthy or unsafe to occupy or properties with hazardous waste), stimulate and expand the Project Area's economic growth, create and develop local job opportunities and alleviate deficiencies in public infrastructure;

(c) Blighting conditions in the Project Area constitute substantial threats to public peace, health and safety, and are so prevalent they cannot be eliminated without Agency action, including but not limited to the use of Agency funds and authorization of redevelopment projects and programs;

(d) During the current economic crisis, the Agency must have the ability to act and continue the efforts set forth in (b) above. The Agency must have all tools available in order to eliminate and prevent blighting conditions, including implementation of the Agency's economic development programs.

(e) The Agency is actively engaged in efforts to rehabilitate housing units, to provide assistance for property improvements and to provide safe and affordable housing. Adoption of this Urgency Ordinance will permit the Agency to continue these efforts immediately.

(f) The Agency has only until November 1, 2011, to enact an Ordinance in compliance with AB 27 or else face potential dissolution (depending on the outcome of the CRA Lawsuit and application of the Supreme Court stay order arising therefrom). The City of Bell has faced, in the last year, severe economic, political and administrative crises which have effectively prevented the City from taking any prior action in re AB 27 due to the absence of an active and able legislative body. Given the totality of these circumstances, the City's need to adopt this Ordinance now has become dire in order to preserve the City's intent to maintain and continue the public benefit programs associated with redevelopment.

Section 12. Effective Date. The City Council hereby declares, on the basis of the findings set forth above, that an emergency exists and that this Ordinance is necessary to preserve the public peace, health and safety. Accordingly, this Ordinance is adopted as an emergency ordinance and shall take effect and be in force immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council on the 26th day of October, 2011, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Ali Saleh, Mayor

ATTEST:

Rebecca Valdez, CMC, City Clerk

ORDINANCE NO. 1182

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DETERMINING IT WILL COMPLY WITH THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BELL

WHEREAS, on June 30, 1986, by Ordinance No. 920, the City Council of the City of Bell ("City") approved and adopted the Redevelopment Plan for the City of Bell Redevelopment Project ("Redevelopment Plan") covering certain properties within the City (the "Project Area"); and

WHEREAS, the Community Redevelopment Agency of the City of Bell ("Agency") is engaged in activities to execute and implement the Redevelopment Plan pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code § 33000, et seq.) ("CRL"); and

WHEREAS, since adoption of the Redevelopment Plan, the Agency has undertaken redevelopment projects in the Project Area to eliminate blight, to improve public facilities and infrastructure, to renovate and construct affordable housing, and to enter into partnerships with private industries to create jobs and expand the local economy; and

WHEREAS, over the next few years, the Agency hopes to implement a variety of redevelopment projects and programs to continue to eliminate and prevent blight, stimulate and expand the Project Area's economic growth, create and develop local job opportunities and alleviate deficiencies in public infrastructure, to name a few; and

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature has recently enacted and the Governor has signed, companion bills AB1X 26 ("AB 26") and AB1X 27 ("AB 27"), requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments; and

WHEREAS, specifically, AB 26 prohibits agencies from taking numerous actions, effective immediately and purportedly retroactively, and additionally provides that agencies are deemed to be dissolved as of October 1, 2011; and

WHEREAS, AB 27 provides that a community may participate in an "Alternative Voluntary Redevelopment Program," in order to enable a redevelopment agency within that community to remain in existence and carry out the provisions of the CRL, by enacting an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code; and

WHEREAS, the Alternative Voluntary Redevelopment Program requires that the community agree by ordinance to remit specified annual amounts to the county auditor-controller. To this end, on September 28, 2011, the City Council adopted a resolution stating its intent to comply with AB 27 by adopting the required ordinance, and setting the deadline to adopt such ordinance to November 1, 2011; and

WHEREAS, under the threat of dissolution pursuant to AB 26, and upon the contingencies and reservations set forth herein, the City shall make the Fiscal Year 2011-2012 community remittance, currently estimated to be \$1,100,812, as well as the subsequent annual community remittances as set forth in the CRL; and

WHEREAS, the City reserves the right to appeal the California Director of Finance's determination of the Fiscal Year 2011-12 community remittance, as provided in Health and Safety Code Section 34194; and

WHEREAS, City understands that an action challenging the constitutionality of AB 26 and AB 27 has been filed on behalf of cities, counties and redevelopment agencies. To wit, the validity of AB 26 and AB 27 is being challenged in a lawsuit entitled *California Redevelopment Association, et al. v. Matosantos, et al.*, California Supreme Court Case No. S194861 (the "CRA Lawsuit") and other lawsuits challenging the validity of AB 26 and AB 27 may be filed. Pending a decision on the merits in the CRA Lawsuit, the California Supreme Court has stayed the effectiveness of portions of AB 26 and AB 27; and

WHEREAS, it remains unclear how the CRA Lawsuit and judicial stay will ultimately impact the ability of cities and redevelopment agencies to opt-in to the AB 27 scheme. It is therefore the intention of the City and the Agency that this Ordinance shall be conditioned upon the outcome of the CRA Lawsuit and stay. If the decision on the merits in the CRA Lawsuit or any other lawsuit challenging the validity of AB 26 and/or 27 holds that provisions of AB 27 authorizing the making of remittances to the County Auditor are invalid for any reason, this Ordinance shall be null and void and of no effect and the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay (including the ongoing Supreme Court stay); and

WHEREAS, while the City currently intends to make these community remittances, they shall be made under protest and without prejudice to the City's right to recover such amounts and interest thereon, to the extent there is a final determination that AB 26 and AB 27 are unconstitutional; and

WHEREAS, the City reserves the right, regardless of any community remittance made pursuant to this Ordinance, to challenge the legality of AB 26 and AB 27; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Participation in the Alternative Voluntary Redevelopment Program. In accordance with Health and Safety Code Section 34193, and based on the Recitals set forth above, the City Council hereby determines that the City shall, to the extent required by law, comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as enacted by AB 27.

Section 3. Payment Under Protest. Except as set forth in Section 4, below, the City Council hereby determines that the City shall make the community remittances set forth in Health and Safety Code section 34194 *et seq.*

Section 4. Effect of Stay or Determination of Invalidity. City shall not make any community remittance pending the current Supreme Court stay per the CRA Lawsuit, nor in the event any other court of competent jurisdiction either grants a stay on the enforcement of AB 26 and AB 27 or determines that AB 26 and AB 1X 27 are unconstitutional and therefore invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed. Any community remittance shall be made under protest and without prejudice to the City's right to recover such amount and interest thereon in the event that there is a final determination that AB 26 and AB 27 are unconstitutional. If there is a final determination that AB 26 and AB 27 are invalid, this Ordinance shall be deemed to be null and void and of no further force or effect. This Ordinance shall not effect or give rise to any waiver of rights or remedies that the City may have, whether in law or in equity, to challenge AB 26 or AB 27. This Ordinance shall not be construed as the City's willing acceptance of, or concurrence with, either AB 26 or AB 27; nor does this Ordinance evidence any assertion or belief whatsoever on the part of the City that said bills are constitutional or lawful.

Section 5. Implementation. The City Council hereby authorizes and directs the City Manager to take any action and execute any documents necessary to implement this Ordinance, including but not limited to notifying the Los Angeles County Auditor-Controller, the Controller of the State of California, and the California Department of Finance of the adoption of this Ordinance and the City's agreement to comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as set forth in AB 27.

Section 6. Additional Understandings and Intent. It is the understanding and intent of the City Council that, once the Agency is again authorized to enter into agreements under the CRL, the City will, or has already, enter(ed) into an agreement with the Agency as authorized pursuant to Section 34194.2, whereby the Agency will transfer annual portions of its tax increment to the City in amounts not to exceed the annual community remittance payments to enable the City, directly or indirectly, to make the annual remittance payments. The City Council does not intend, by enactment of this Ordinance, to pledge any of its general fund revenues or assets to make the remittance payments. The City reserves the right to withdraw

from making the payments required by AB 27 should the amount of such payments (as will be determined by the State Department of Finance) prove to be in excess of the City's available funds not otherwise obligated for other uses.

Section 7. CEQA. The City Council finds, under Title 14 of the California Code of Regulations, Section 15378(b)(4), that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") in that it is not a "project," but instead consists of the creation and continuation of a governmental funding mechanism for potential future projects and programs, and does not commit funds to any specific project or program. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Los Angeles in accordance with CEQA Guidelines.

Section 8. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the City Clerk's office located at 6330 Pine Ave., Bell, CA 90201. The Bell City Clerk is the custodian for these records.

Section 9. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 10. Certification; Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the City of Bell, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with Government Code § 36933.

Section 11. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

PASSED AND ADOPTED as to the First Reading at a regular meeting of the City Council on the 26th day of October, 2011, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Ali Saleh, Mayor

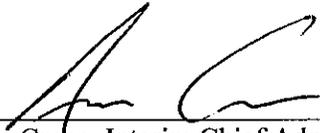
ATTEST:

Rebecca Valdez, CMC, City Clerk

City of Bell Agenda Report

DATE: October 26, 2011
TO: Mayor and Members of the City Council
FROM: Carlos Alvarado, City Engineer

APPROVED
BY:



Arne Croce, Interim Chief Administrative Officer

SUBJECT: Acceptance of Work – Florence Ave. Street Rehabilitation Project from Wilcox Ave. to Walker Ave. – Project No. 32-525-7006-0925

RECOMMENDATION:

City Council accept all road rehabilitation work performed under this contract. The Contractor, Sully-Miller from Brea, CA completed work on October 14, 2011.

BACKGROUND:

The Original bid was \$294,536. There was one (1) change order in the amount of \$825, for the preparation of Corner Records monumented at two intersections. The final project cost is \$271,478.124. This project was funded 100% with Federal Exchange Funds secured with the assistance of the Metropolitan Transit Authority (MTA).

THAT THE CITY COUNCIL BY MOTION:

1. Accept the work as completed by Sully-Miller, Brea, CA
2. Authorize the City Clerk to file a Notice of Completion
3. Authorize the release of all retention payments 35 days after the recorded date of Notice of Completion, pending any stop notices of City Claims.

ATTACHMENTS

Notice of Completion.

**RECORDING REQUESTED BY
CITY OF BELL**

**WHEN RECORDED MAIL TO:
City of Bell
6330 Pine Ave.
Bell, CA 90201
Attn: Rebecca Valdez, City Clerk**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE PURSUANT TO CIVIL CODE SECTION 3093, MUST BE FILED WITHIN 10 DAYS AFTER COMPLETION

Notice is hereby given that:

1. The undersigned is owner of or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is CITY OF BELL
3. The full address of the owner is 6330 Pine Ave., Bell, California 90201.
4. The nature of the interest or estate is; In fee.
5. The work of improvement(s) on the property hereinafter described was completed on October 14, 2011. The work done was the Florence Ave. Street Rehabilitation Project from Wilcox Ave. to Walker Ave. – Project No. 32-525-7006-0925
6. The name of the Contractor for such work improvement was Sully-Miller, of Brea, California.
7. The property on which said work of improvement was completed is in the City of Bell, County of Los Angeles, State of California, and is described as follows: The construction of curb ramps per the Americans with Disabilities Act (ADA), new asphalt cap and striping on Florence Ave. from Wilcox Ave. to Walker Ave.

DATED: October __, 2011

CITY OF BELL

ARNE CROCE
Interim Chief Administrative Officer

VERIFICATION

I, the undersigned, say: I am the Interim Chief Administrative Officer of the City of Bell, the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October __, 2011, at Bell, California.

ARNE CROCE

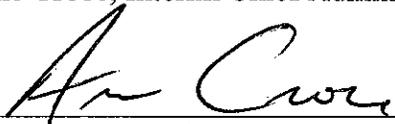
City of Bell Agenda Report

DATE: October 26, 2011

TO: Mayor and Members of the City Council

FROM: Arne Croce, Interim Chief Administrative Officer

APPROVED
BY:


Arne Croce, Interim Chief Administrative Officer

SUBJECT: Contract with CPS HR for a Classification and Compensation Study.

Recommendation

The City Council authorize the Interim Chief Administrative Officer to execute an agreement with CPS HR in an amount not to exceed \$34,000 to conduct a classification and compensation study for the City of Bell.

Background

The services provided by the City of Bell, or any local government, are labor intensive, which makes the cost of maintaining the workforce the largest single expense of the City. Therefore, the primary driver of the cost of services is the compensation (salary and benefits) paid to the workforce. In order to make sound decisions on workforce compensation, the City Council needs to have full knowledge of the financial impacts of the various compensation-related policies, such as the salary ranges for different positions, the type of retirement plans that may be offered to employees, and the how much the employees should share in the cost of health care.

The two building blocks of a compensation policy are:

- Knowing the specific jobs performed by City employees; and
- Knowing the compensation paid by comparable employers for similar jobs.

Gathering this information is the purpose of a classification and compensation study. The retention of a qualified consulting firm to conduct a classification and compensation study was one of the priority objectives approved by the City Council on September 14, 2011.

A classification and compensation study is a basic tool of sound personnel management and cost control. However, there is no evidence the City of Bell has ever conducted a classification and compensation study. As a result, there are very few job descriptions; employees with the same job classification perform very different functions; decisions on the salary for various positions appear to be arbitrary and not grounded in any labor market analysis; and, in light of changes that many public agencies have made in recent years to their compensation policies, the current benefits for City employees appear to be generous. A classification and compensation study will provide the City Council and staff with the data to help address all of these issues and to develop a compensation policy appropriate for the City of Bell. The study will also provide the Council

and administration with valid and reliable compensation information with which to approach the upcoming negotiations with the Police Officers' Association.

A classification and compensation study consists of two phases. In the first phase, classification, the specific jobs being performed by current employees are determined and defined, and a job description for each position is developed and assigned a classification, or title with job specifications.

The second phase, compensation, consists of identifying agencies that have comparable classifications and are competitive employers to the City; conducting a survey of the compensation paid to similar classifications by those comparable employers, and comparing the City of Bell's compensation practices with those comparable cities. This information will allow the Council to make informed choices on the salaries and benefits to provide to the workforce and to give fact-based direction to staff for negotiations with the recognized employee groups.

CPS HR is a joint powers public agency of 12 public agencies that is headquartered in Sacramento. CPS HR provides a full range of human resource consulting services exclusively to public agencies. Conducting classification and compensation studies is one of their core services. At my request, CPS has provided the attached proposal to conduct a classification and compensation study for the City of Bell. The proposal is inclusive of:

- Orientation meetings with the City Council and City employees
- Administration of a Position Description Questionnaire (PDQ) to all non-sworn full time employees
- Development of job descriptions and classification titles
- The identification of comparable jobs in other local employers
- A survey of the compensation of comparable employers for comparable jobs
- A comparison of the City of Bell's compensation with those of comparable employers
- Development of a recommended classification plan
- Industry standard classification specifications for part-time employees

CPS HR is well qualified to conduct the classification and compensation study. The firm has selected a very experienced consulting team to work for the City of Bell. The project manager will be David Morgan, former City Manager of the City of Anaheim.

Financial Impact

CPS HR has proposed a fee of \$31,343.35 plus estimated expenses of \$1,178. The hourly rates are competitive for consulting services and the firm is extending a 5% discount to the City of Bell. As such a study has never before been performed for the City, unforeseen circumstances may present themselves during the course of the study; therefore, it is recommended that some flexibility be built in to the project by approving the agreement with a total project cost to not exceed \$34,000. This study will be funded out of the \$350,000 transition management program allocated by the City Council in the current year's budget (account no 01-521-0900-0783) .

CITY OF BELL

**CONTRACT SERVICES AGREEMENT WITH CPS HR
CONSULTING TO CONDUCT A CLASSIFICATION AND
COMPENSATION STUDY**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 26 day of October 2011, by and between the CITY OF BELL herein ("City") and CPS HR herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as a portion of Exhibit "A" and incorporated herein by this reference, but not exceeding the maximum contract amount of Thirty-four thousand Dollars (\$ 34,000) ("Contract Sum").

2.2 Method of Payment. Provided that Contractor is not in default under the terms of this Agreement, Contractor shall be paid for work billed and approved on a monthly invoice, with ten percent (10%) retained until the completion of the entire scope of work.

3. COORDINATION OF WORK

3.1 Representative of Contractor. Arne Croce, Interim Chief Executive Officer of City is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. Connie Champnoise, Director of CPS HR Consulting is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right o designate another Contract Officer by providing written notice to Contractor.

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

3.4 Independent Contractor. Neither the /city nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor consistent with that role. Contractor shall not at any time or in any manner represent that it or nay of its agent or employees are agents or employees of City.

4. **INSURANCE AND INDEMNIFICATION**

4.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

a. Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$500,000.00 per occurrence and \$500,000.00 products and completed operations and property damage limits of \$100,000.00 per occurrence and \$100,000.00 in the aggregate.

b. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

c. Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$100,000.00 per occurrence and \$250,000.00 in the aggregate or (ii) combined single limit liability of \$500,000.00. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees, and agents as additional insured's. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and

their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance of binders are approved by the City.

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Director of Administrative Services or designee of the City due to unique circumstances.

4.2 Indemnification. Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of Contractor, its agents, employees, subcontractors, or invites, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provisions covenant liabilities to the extent caused by the sole negligence or willful misconduct of the City.

5. TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.3 below, this Agreement shall continue in full force and effect until completion of all work contained in the scope of work.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contractor Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6. MISCELLANEOUS

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

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

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

6.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the Interim Chief Administrative Officer and to and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

[Signatures on the following page.]

CITY

CITY OF BELL

Interim Chief Administrative Officers

ATTEST

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACTOR

CPS HR Consulting

By: _____
Name

Its: _____

By: _____
Name

Its: _____

[END OF SIGNATURES]

EXHIBIT "A"

PROPOSED WORK PLAN FOR CPS HR CONSULTING ATTACHED



Proposed Work Plan

Classification Study and Agency Benchmarking Tasks

In reviewing and designing classification systems, it is important that the following factors be evaluated:

- **Establishment of Classification Concepts and Allocation Factors** – As the foundation upon which all classification and compensation decisions are based, there should be underlying concepts that clearly identifies how levels of work are titled, differences within these job levels and how different levels are distinguished. Allocation factors should be established and utilized consistently throughout each analysis.
- **Defensibility** – This requires that any classification methodology, irrespective of where the methodology is used, must stand on its own merits under the scrutiny of multiple stakeholders.
- **Comprehensiveness and Clarity** – The classification structure should be comprehensive and inclusive of all functional areas and levels of work. It should also be clear, concise and understood not only by those who administer it, but those affected by the classification decisions. While this may not satisfy all employees or their management on final classification recommendations, it is easier to gain acceptance if the process is transparent and employees and management recognize the reasoning behind the broader classification decision.
- **Administration** – Classification plan administrative tasks should not be so cumbersome or complex that they hinder timely and efficient ongoing maintenance.
- **Timeliness** – For classification decisions to be accepted by both employees and management, classification decisions must be timely. The longer classification decisions take, the more employee and managerial dissatisfaction with the system is likely to occur.
- **Accountability** – The human resources function and its classification decisions are not without regular challenge. Therefore, in order for any plan to be effective, there must be accountability and integrity at all levels of the process.

Task 1 – Review of the City’s Background Materials - Upon contract execution, CPS HR will request background information from the City in order to ensure the project team is prepared for the initial study meeting. To develop a full understanding of the organization, its policies, procedures, internal structure, and the work performed, our team will review the current compensation and classification plan, job descriptions, organization charts, pay schedules, benefit information, internal alignment policies and any other documentation relating to the study. The project team will review the materials prior to the project initiation meeting to ensure that they have a sound understanding of the City’s current compensation strategy and classification and compensation system.

Task 2 - Develop Job Evaluation Tools – Our team will develop tools to ensure valid information is gathered, analyzed, and documented consistently. For this study, CPS HR recommends the use of a Position Description Questionnaire (PDQ) (Appendix A - Sample PDQ Questionnaire). The PDQ will be developed in such a way that, for each essential function, employees will need to identify the percentage of time spent on the function.

CPS HR will conduct the classification study and prepare or revise classification specifications and allocation recommendations for all regular full time positions excluding the sworn classifications. Since sworn classifications are not subject to reclassification and because Police Department models vary significantly from agency to agency based on a number of criteria, CPS HR has also excluded the Police Department positions from the classification benchmarking study. Sworn positions will be included in the compensation component of the study.

CPS HR understands that the City has part-time recreation positions which are not part of the study. CPS HR will provide the City with industry standard classification specifications for this employee group but will not include these employees in the PDQ and allocation processes. Recreation classifications will be included in the compensation component of the study.

Task 3 – Project Initiation Meetings – The CPS HR Project Manager (Mr. Morgan) and Technical Advisor (Ms. Owen) will meet with the Interim City Manager and the City Council to agree upon the project’s full scope, contract deliverables and goals, to clarify issues, and to identify communication processes. The study goal is to ensure that (i) the resulting classification structure is sound and reflective of the work which needs to be performed to meet the City’s operational needs [versus what people may or may not be doing now]; and (ii) the City Council has comprehensive and reliable data upon which to develop compensation policies that are externally competitive, internally equitable and fiscally sustainable.

Task 4 – Conduct Orientation Sessions – During the same on site visit as Task #3, Mr. Morgan and Ms. Owen will conduct two orientation sessions for the City’s regular full time employees included within the scope of the study. During these sessions, CPS HR will (i) provide the same study goals and overview as was given to the City Council; (ii) discuss the study timeframes; (iii) provide an overview of the classification and compensation study process; (iv) respond to any questions or concerns; and (v) distribute and provide direction on how to complete the PDQ.

Task 5 – PDQ Completion by Employees - All regular full time employees included in the study will be asked to complete a Position Description Questionnaire. Since many of the management positions are no longer in place, validation that the employees have accurately and sufficiently captured all pertinent information is not possible. Therefore, the work plan does not include affirmation by management. CPS HR consultants will utilize our in depth of knowledge of municipal services and related classification structures/job content, as well as the data collected from the benchmarking survey to confirm whether or

not the information provided is job related and reasonable based on the classifications being studied. Completed PDQs will be sent directly to CPS HR for review.

Task 6 – Review and Analyze PDQs - The CPS HR Project Team will thoroughly review each PDQ to obtain an understanding of the duties and responsibilities assigned to each position. If necessary, CPS HR may conduct telephone interviews with certain employees to clarify any questions we may have on their PDQ written submissions. The proposal does not include a process for onsite employee interviews nor a guarantee that all or a particular percentage of employees will receive telephone interviews.

Task 7 – Agency Benchmarking Survey – CPS HR will conduct a benchmarking survey to identify the types of classifications required to provide City services, and compare classification levels and staffing for each classification within other agencies. To select relevant benchmarking agencies, CPS HR will utilize agency selection criteria such as population served, similarity in economic demographics, and services provided; however, proximity to the City of Bell will not necessarily be the only agency selection criteria as in the compensation study. CPS HR will identify (six) 6 agencies similar to the City of Bell to survey for the purposes of benchmarking classifications and staffing levels.

Task 8 – Analyze Benchmark Agency and City of Bell Classification Data/ Prepare Draft Classification Report. – CPS HR will compare results of the benchmarking survey relative to submitted PDQ's, and will prepare a Draft Classification Report. These draft results will be presented to the Interim City Manager for discussion and comment. The report will comprise the following sections:

1. Benchmark agency selection criteria
2. Classification structure
3. Classification specifications
4. Allocation of positions into the classification structure where there is clear alignment between benchmark agency results and information received from City of Bell
5. Identification of positions/scopes of work outside the benchmark agency results and/or recommended classification structure for the City's consideration/action
6. Since this is not an in-depth staffing study, no recommendations on specific staffing levels for City of Bell will be made

The project team will conduct a conference call with the Interim City Manager to discuss the Draft Classification Report and Benchmarking Survey. CPS HR will review and respond to any feedback, comments, issues and concerns.

Task 9 – Develop and/or Revise Classification Plan and Classification Specifications - The classification specifications will be reviewed and revised or developed in conjunction with the classification plan structure. The format for class specification revisions will be submitted to the Interim City Manager for approval. Our methodology for this task will result in:

1. Accurately identifying the specific essential duties and responsibilities, required knowledge, skills and abilities, minimum education and experience requirements, and minimum special qualifications for each position in the study.
2. Reviewing, revising, editing and developing written classification specifications for each study classification that clearly specify and describe a general statement of duties, any distinguishing features of the class, essential duties, knowledge, skills and abilities, acceptable minimum education and experience, required special training and certifications.
3. Describing the typical work environment for the classification.
4. Ensuring compliance with the provisions of the Americans with Disabilities Act (ADA)

CPS HR will provide each regular full-time employee with a copy of the classification specification for his/her position for comments and feedback. CPS HR will address and respond to employee requests for classification specification changes, but will not conduct an employee review of position allocation recommendations.

Task 10 – Research and Resolve Issues from Draft Classification Report Review - Based upon the City's review of the Draft Classification Report, the project team will follow up on any issues resulting from this review.

Task 11 – Prepare and Present Final Classification Report - An original, an electronic copy in Word format and the requested number of copies of the Final Classification Report that includes the results of the benchmark survey and classification analysis, and study findings/recommendations will be presented to the Interim City Manager. Communication of the final study results and implementation to the City Council will be performed by the CPS HR Project Manager, Technical Advisor and the Interim City Manager. CPS HR anticipates that implementation of classification study results will be phased in over a period of time, particularly if duties are changed or re-assigned to address the reorganization of administration functions or mitigate employee issues; thus our current work plan does not include implementation of study results, but these services can be provided at a later date on an hourly basis if needed.

Total Compensation Study Tasks

In reviewing the study goals for the City, CPS HR believes that the proper development and implementation of a comprehensive market based compensation plan, combined with a structured approach to internal equity through whole job analysis, will provide a strong and sound foundation for its compensation plan.

Task 1 – Review of City’s Background Materials - Concurrent with Task #1 in the classification component of the study. CPS HR will request background information to develop a full understanding of the organization. Our team will review the current salary list, salary schedules, salary adjustment history, compensation policy and any other documentation relating to the City’s current compensation plan.

Task 2 – Initial Project Meeting/Identify Labor Market/Benchmark Selection – During the same on-site visit as Task #3 in the classification component of the study, the CPS HR Project Manager and Technical Advisor will meet with the Interim City Manager and City Council to initiate the study and communicate study goals, objectives, and methodologies. For this initial project meeting, CPS HR will conduct a workshop with these key stakeholders to discuss and obtain consensus on the following study components:

Benchmark Classifications

Benchmark classification titles serve as the foundation for the City’s compensation plan and it will be important to undertake a structured approach to their selection. Prior to the initial meeting CPS HR will have reviewed all of the City’s classification specifications to the extent they exist and will enter the initial project meeting with recommendations regarding potential benchmarks. Benchmark classifications are described as:

- Class titles for which counterparts can readily be found in surveyed employers so that sufficient compensation data can be gathered
- Class titles which have significant relationships to other job titles in their occupational group, to the extent that they may be used to set salaries of other class titles within their occupational group.

For full time classifications CPS HR recommends that the number of benchmark classifications to be surveyed comprise thirty-three (33). We consider this number of benchmarks will provide the City with the market data needed to design a comprehensive compensation plan; these benchmarks can then be used as building blocks for the internal equity process. Should the City desire that more or less benchmarks be used, CPS HR will be pleased to revise the scope of work and budget accordingly.

Labor Market Agencies

The selection of labor market agencies is a compensation policy decision which requires an in-depth review of multiple factors. The criteria that are typically used in assessing comparable agencies include:

- Geographic Proximity- In many agencies, it is common to identify a local market from which most of the workforce is drawn; thus geographic proximity is a strong consideration. However, it is often the case that specialized skilled, professional,

management and executive employees are recruited from a state-wide, regional or national market. Hence the agency may choose to have a tiered market approach to ensure comprehensive coverage of all City job titles.

- Size of the organization - measures may include population served, and number of employees.
- Services provided to ensure sufficient market comparable for the full range of services the City provides to its citizens.
- Additionally, we consider what agencies the City may have historically used to compare against and what organizations the City competes with for talent on a local, statewide, regional or national basis.

Cost of living/Cost of Wages Differences – When assessing regional and national markets, it is important to identify any cost of living and cost of wages differences to ensure data is not skewed by significant economic condition differences within any recommended agencies. To facilitate this analysis, CPS HR utilizes databases compiled by the Economic Research Institute to evaluate labor market agency cost of living/cost of wage differences.

The budget prepared for this proposal assumes ten (10) labor market agencies. Should the City desire that more or less labor market agencies be used, CPS HR will be pleased to revise the scope of work and budget accordingly.

Labor Market Position

This policy decision relates to the position within the labor market which the City wishes to adopt, e.g., the labor market median [middle of all comparator agency data], mean [average of all comparator agency data] or another percentile. We will explore the different labor market position options and provide details on the pros and cons of each, so that City Council can determine the position most appropriate for the City.

As a deliverable of the workshop session, CPS HR will provide the City with a formal memo documenting the decisions on the following policy matters:

- Benchmark classifications
- Labor market agencies
- Labor market position

Task 3 – Design, Develop and Distribute Survey Instrument - The project team will develop a comprehensive survey instrument to ensure the effective collection of salary and benefit information from each of the survey agencies identified by the City. In addition, we will request copies of class specifications, organization charts, staffing information and other useful reference materials to substantiate the accuracy of the comparability of the matches. It is critical that the project team review such documents since titles alone can often be misleading and should not be relied upon. The survey will also have a benefits data and/or practices section to capture relevant total compensation data. A sample total compensation survey instrument is presented in Appendix B.

When CPS HR conducts a total compensation study; we typically collect, analyze and report on the following data:

- Base salary include range minimum and maximum amounts
- Cash add-ons such as retirement pickup, longevity pay, deferred compensation, education incentives, any other cash related payments
- Agency contribution to the most commonly used medical, dental and vision plans, and to long term disability and life insurance programs
- Agency contribution to all retirement plans.

Although the following are not used in a total compensation analysis model, they are compensable and/or provide relevant insights into market practices

- Paid time off practices including vacation, holidays, administrative leave, sick leave
 - Amounts allowed and any payout practices
- Employee cost sharing for medical, dental and vision plans
- Any special/certification pay practices

CPS HR's survey instruments are designed to be completed electronically or, if need be, in hard copy.

Task 4 – Review, Analyze and Validate Labor Market Survey Data - The survey information collected will be analyzed and placed into data spreadsheets. In conjunction with the survey instrument received from each labor market agency, the project team will review any additional background materials that become available. Once the project team has completed their tasks, the Technical Advisor will audit the final data as part of our quality review prior to submission to the City. CPS HR has determined that this method of data collection, analysis and audit provides our clients with credible and accurate data, a critical element in any compensation study.

Task 5 – Design and Develop Data Spreadsheets – CPS HR will develop an individual data sheet for each survey job title that presents the comparable job title used in each agency with the relevant data associated with that job title, such as the salary range minimum and maximum and any cost of wage adjustments. The labor market data analyses will be conducted based upon labor market position, i.e., labor market median, mean, or other percentile. A data sheet will be prepared for each benchmark survey job title. Each comparable match for each benchmark job title is reported in the relevant data sheet for full disclosure and review by others. We find this level of transparency in matching provides for a better understanding and acceptance of study results. A sample total compensation data sheet is presented in Appendix C.

Task 6 – Prepare the Draft Compensation Report - The project team will develop a Draft Total Compensation Report detailing the results of the labor market survey. The draft compensation study results will be presented to the Interim City Manager for discussion and comment prior to finalizing the report and submission to the City Council for their acceptance, adoption and action. This draft report will comprise the following:

- Scope of the study
- Agency and benchmark selection criteria
- Study methodologies
- Labor market data analysis/methodologies
- Results of the base salary survey
- Results of total compensation analysis

The project team will conduct a conference call with the Interim City Manager to discuss the draft results of the survey.

Task 7 – Research and Resolve Issues from Draft Total Compensation Report Review - Based upon the City's review of the Draft Total Compensation Report, the project team will follow up on compensation issues pursuant to this review.

Task 8 – Prepare and Present Final Total Compensation Report - An original, an electronic copy in Word format and the requested number of copies of the Final Total Compensation Report that includes the results of the total compensation analysis and study methodology, findings, and recommendations will be presented to the Interim City Manager. Communication of the final study results to the City Council will be performed by the CPS HR Project Manager, Technical Advisor and the Interim City Manager.

October 20, 2011

City of Bell

Compensation, Benchmarking Survey and Classification Study

SUBMITTED BY:
CONNIE CHAMPNOISE
Director

CPS HR Consulting
241 Lathrop Way
Sacramento, CA 95815
t: 916-471-3305 f: 916-263-3613
Tax ID: 68-0067209
www.cps.ca.gov

October 20, 2011

Mr. Arne Croce
Interim City Manager
City of Bell
6330 Pine Avenue
Bell, CA 90201

Dear Mr. Croce:

CPS HR Consulting (CPS HR) is pleased to submit this proposal to provide Compensation, Classification and Benchmarking Consulting Services to the City of Bell ("the City"). On the following pages, we outline our understanding of the project scope of work and present a detailed work plan describing the specific tasks involved in this project.

The CPS HR response to the City's Request for Proposal also provides (i) comprehensive information on our project methodologies; (ii) our consulting team's experience conducting classification and compensation studies; (iii) a timeframe to conduct the study; and (iv), a cost estimate for the proposed project.

Again, thank you for the opportunity to be considered for this engagement. Should you have questions or comments about the information presented in this proposal, please contact me at 916-471-3305 or cchampnoise@cps.ca.gov at your convenience.

Sincerely,

Connie Champnoise

Connie Champnoise
Director

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Introduction

CPS HR is an innovative, client-centered human resources and management consulting firm specializing in solving the unique problems and challenges faced by government and non-profit agencies. As a self-supporting public agency, we understand the needs of public sector clients and have served as a trusted advisor to our clients for more than 25 years. The distinctive mission of CPS HR is to transform human resource management in the public sector.

With more than 80 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that dramatically transform public sector organizations to positively impact the communities they serve. By establishing centers of excellence and communities of practice, we provide your organization with the latest knowledge and the expertise to put that knowledge into action. With offices in Sacramento, CA and Bethesda, MD, and partners throughout the country, our clients draw experience from a powerful national network.



CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

Our legal name is Cooperative Personnel Services, doing business as CPS HR Consulting. We are a Joint Powers Authority Public Agency. CPS HR employs more than 80 full-time employees and approximately 200 intermittent consultants who provide professional services and technical assistance to clients across the country. Our client list includes federal, state, county and city governments, and other governmental agencies, such as special districts, colleges, universities, school districts and non-profit organizations.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs.

As a Joint Powers Authority public agency, CPS HR is governed by a Board of Directors representing a diverse range of twelve public sector agencies throughout the United States, and our management team is led by a Chief Executive Officer. Our principal office is located in Sacramento, California. We have been in existence for more than 70 years, and have been a self-supporting Joint Powers Authority public agency since 1985.

Headquartered in Sacramento, California, CPS HR also has an East Coast regional office in Bethesda, MD. Our headquarters' address is 241 Lathrop way, Sacramento, CA 95815. Our main office may be reached at 916-263-3600 or toll-free at 800-822-4277. I, Connie Champnoise, am the primary contact person for this proposal. I may be reached directly at 916-471-3305 or through e-mail at cchampnoise@cps.ca.gov.

Project Approach

To successfully meet the needs of the City, CPS HR is fully prepared to conduct a comprehensive study, analyze results, and provide findings, recommendations and workable solutions that will enable the City to meet its goals and objectives. Our approach includes the involvement of key stakeholders and provides a realistic plan for successful completion of the project.

CPS' Understanding of the Scope of Work

The City of Bell is seeking the services of a consulting firm qualified and experienced in the development and implementation of classification and compensation systems. The structured work plan prepared by CPS HR to accomplish the work includes facilitating several meetings with the City Council and employees to explain the process and reinforce their commitment that the study results will not be influenced by internal/external stakeholders. To meet the City's specific circumstances CPS HR has modified the standard classification and compensation work plans to develop a methodology we consider will ensure the City achieves the desired levels of consistency and equity throughout its classification and compensation plans.

The overall purpose of this study is to ensure that (i) the City's classification structure is sound and reflective of the work which needs to be performed to meet the City's operational needs [versus what people may or may not be doing now]; and (ii) the City Council has comprehensive and reliable data upon which to develop compensation policies that are externally competitive, internally equitable and fiscally sustainable.

In order to rebuild community trust that the City's classification and compensation structure is aligned with the City's operational and business needs, CPS HR offers our services as an independent third party with highly technical expertise in classification and compensation systems; we will conduct the study in a manner that ensures neutrality and impartiality in all study recommendations.

Why Select CPS HR for this Important Effort?

- ✓ *CPS HR offers solutions that meet or exceed the City's study objectives.*
- ✓ *CPS HR delivers quality products and services to assist our clients in evaluating classification and compensation system changes that will best serve the goals and objectives for the study.*
- ✓ *CPS HR applies HR best practices and utilizes proven classification and compensation principles which will focus on current agency issues and concerns.*
- ✓ *The combination of CPS' seasoned project management and highly qualified staff enable us to reliably and consistently deliver successful results.*

The City's Responsibilities

To facilitate the study process, we request that the Interim City Manager or a designee will coordinate communication, meetings, and review of products with the project team. The City will be responsible for the following activities:

- Communicate and coordinate meeting and equipment, facilities and conference calls
- Coordinate employee orientation session schedules, facilities, and distribution of project update information
- Identify and provide current classification and compensation information, including current job descriptions, organization charts, salary structure, actual pay data, pay policies and procedures, completed position description questionnaires, etc.
- Coordinate and ensure timely City review of study documents and information provided by CPS HR; work products developed during the study will be regularly submitted to the Interim City Manager for review, comment and/or approval; timely review of draft documents is essential in order to complete the project on schedule



Proposed Work Plan

Classification Study and Agency Benchmarking Tasks

In reviewing and designing classification systems, it is important that the following factors be evaluated:

- **Establishment of Classification Concepts and Allocation Factors** – As the foundation upon which all classification and compensation decisions are based, there should be underlying concepts that clearly identifies how levels of work are titled, differences within these job levels and how different levels are distinguished. Allocation factors should be established and utilized consistently throughout each analysis.
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Task 5 – PDQ Completion by Employees - All regular full time employees included in the study will be asked to complete a Position Description Questionnaire. Since many of the management positions are no longer in place, validation that the employees have accurately and sufficiently captured all pertinent information is not possible. Therefore, the work plan does not include affirmation by management. CPS HR consultants will utilize our in depth of knowledge of municipal services and related classification structures/job content, as well as the data collected from the benchmarking survey to confirm whether or

not the information provided is job related and reasonable based on the classifications being studied. Completed PDQs will be sent directly to CPS HR for review.

Task 6 – Review and Analyze PDQs - The CPS HR Project Team will thoroughly review each PDQ to obtain an understanding of the duties and responsibilities assigned to each position. If necessary, CPS HR may conduct telephone interviews with certain employees to clarify any questions we may have on their PDQ written submissions. The proposal does not include a process for onsite employee interviews nor a guarantee that all or a particular percentage of employees will receive telephone interviews.

Task 7 – Agency Benchmarking Survey – CPS HR will conduct a benchmarking survey to identify the types of classifications required to provide City services, and compare classification levels and staffing for each classification within other agencies. To select relevant benchmarking agencies, CPS HR will utilize agency selection criteria such as population served, similarity in economic demographics, and services provided; however, proximity to the City of Bell will not necessarily be the only agency selection criteria as in the compensation study. CPS HR will identify (six) 6 agencies similar to the City of Bell to survey for the purposes of benchmarking classifications and staffing levels.

Task 8 – Analyze Benchmark Agency and City of Bell Classification Data/ Prepare Draft Classification Report. – CPS HR will compare results of the benchmarking survey relative to submitted PDQ's, and will prepare a Draft Classification Report. These draft results will be presented to the Interim City Manager for discussion and comment. The report will comprise the following sections:

1. Benchmark agency selection criteria
2. Classification structure
3. Classification specifications
4. Allocation of positions into the classification structure where there is clear alignment between benchmark agency results and information received from City of Bell
5. Identification of positions/scopes of work outside the benchmark agency results and/or recommended classification structure for the City's consideration/action
6. Since this is not an in-depth staffing study, no recommendations on specific staffing levels for City of Bell will be made

The project team will conduct a conference call with the Interim City Manager to discuss the Draft Classification Report and Benchmarking Survey. CPS HR will review and respond to any feedback, comments, issues and concerns.

Task 9 – Develop and/or Revise Classification Plan and Classification Specifications - The classification specifications will be reviewed and revised or developed in conjunction with the classification plan structure. The format for class specification revisions will be submitted to the Interim City Manager for approval. Our methodology for this task will result in:

1. Accurately identifying the specific essential duties and responsibilities, required knowledge, skills and abilities, minimum education and experience requirements, and minimum special qualifications for each position in the study.
2. Reviewing, revising, editing and developing written classification specifications for each study classification that clearly specify and describe a general statement of duties, any distinguishing features of the class, essential duties, knowledge, skills and abilities, acceptable minimum education and experience, required special training and certifications.
3. Describing the typical work environment for the classification.
4. Ensuring compliance with the provisions of the Americans with Disabilities Act (ADA)

CPS HR will provide each regular full-time employee with a copy of the classification specification for his/her position for comments and feedback. CPS HR will address and respond to employee requests for classification specification changes, but will not conduct an employee review of position allocation recommendations.

Task 10 – Research and Resolve Issues from Draft Classification Report Review - Based upon the City's review of the Draft Classification Report, the project team will follow up on any issues resulting from this review.

Task 11 – Prepare and Present Final Classification Report - An original, an electronic copy in Word format and the requested number of copies of the Final Classification Report that includes the results of the benchmark survey and classification analysis, and study findings/recommendations will be presented to the Interim City Manager. Communication of the final study results and implementation to the City Council will be performed by the CPS HR Project Manager, Technical Advisor and the Interim City Manager. CPS HR anticipates that implementation of classification study results will be phased in over a period of time, particularly if duties are changed or re-assigned to address the reorganization of administration functions or mitigate employee issues; thus our current work plan does not include implementation of study results, but these services can be provided at a later date on an hourly basis if needed.

Total Compensation Study Tasks

In reviewing the study goals for the City, CPS HR believes that the proper development and implementation of a comprehensive market based compensation plan, combined with a structured approach to internal equity through whole job analysis, will provide a strong and sound foundation for its compensation plan.

Task 1 – Review of City’s Background Materials - Concurrent with Task #1 in the classification component of the study. CPS HR will request background information to develop a full understanding of the organization. Our team will review the current salary list, salary schedules, salary adjustment history, compensation policy and any other documentation relating to the City’s current compensation plan.

Task 2 – Initial Project Meeting/Identify Labor Market/Benchmark Selection – During the same on-site visit as Task #3 in the classification component of the study, the CPS HR Project Manager and Technical Advisor will meet with the Interim City Manager and City Council to initiate the study and communicate study goals, objectives, and methodologies. For this initial project meeting, CPS HR will conduct a workshop with these key stakeholders to discuss and obtain consensus on the following study components:

Benchmark Classifications

Benchmark classification titles serve as the foundation for the City’s compensation plan and it will be important to undertake a structured approach to their selection. Prior to the initial meeting CPS HR will have reviewed all of the City’s classification specifications to the extent they exist and will enter the initial project meeting with recommendations regarding potential benchmarks. Benchmark classifications are described as:

- Class titles for which counterparts can readily be found in surveyed employers so that sufficient compensation data can be gathered
- Class titles which have significant relationships to other job titles in their occupational group, to the extent that they may be used to set salaries of other class titles within their occupational group.

For full time classifications CPS HR recommends that the number of benchmark classifications to be surveyed comprise thirty-three (33). We consider this number of benchmarks will provide the City with the market data needed to design a comprehensive compensation plan; these benchmarks can then be used as building blocks for the internal equity process. Should the City desire that more or less benchmarks be used, CPS HR will be pleased to revise the scope of work and budget accordingly.

Labor Market Agencies

The selection of labor market agencies is a compensation policy decision which requires an in-depth review of multiple factors. The criteria that are typically used in assessing comparable agencies include:

- Geographic Proximity- In many agencies, it is common to identify a local market from which most of the workforce is drawn; thus geographic proximity is a strong consideration. However, it is often the case that specialized skilled, professional,

management and executive employees are recruited from a state-wide, regional or national market. Hence the agency may choose to have a tiered market approach to ensure comprehensive coverage of all City job titles.

- Size of the organization - measures may include population served, and number of employees.
- Services provided to ensure sufficient market comparable for the full range of services the City provides to its citizens.
- Additionally, we consider what agencies the City may have historically used to compare against and what organizations the City competes with for talent on a local, statewide, regional or national basis.

Cost of living/Cost of Wages Differences – When assessing regional and national markets, it is important to identify any cost of living and cost of wages differences to ensure data is not skewed by significant economic condition differences within any recommended agencies. To facilitate this analysis, CPS HR utilizes databases compiled by the Economic Research Institute to evaluate labor market agency cost of living/cost of wage differences.

The budget prepared for this proposal assumes ten (10) labor market agencies. Should the City desire that more or less labor market agencies be used, CPS HR will be pleased to revise the scope of work and budget accordingly.

Labor Market Position

This policy decision relates to the position within the labor market which the City wishes to adopt, e.g., the labor market median [middle of all comparator agency data], mean [average of all comparator agency data] or another percentile. We will explore the different labor market position options and provide details on the pros and cons of each, so that City Council can determine the position most appropriate for the City.

As a deliverable of the workshop session, CPS HR will provide the City with a formal memo documenting the decisions on the following policy matters:

- Benchmark classifications
- Labor market agencies
- Labor market position

Task 3 – Design, Develop and Distribute Survey Instrument - The project team will develop a comprehensive survey instrument to ensure the effective collection of salary and benefit information from each of the survey agencies identified by the City. In addition, we will request copies of class specifications, organization charts, staffing information and other useful reference materials to substantiate the accuracy of the comparability of the matches. It is critical that the project team review such documents since titles alone can often be misleading and should not be relied upon. The survey will also have a benefits data and/or practices section to capture relevant total compensation data. A sample total compensation survey instrument is presented in Appendix B.

When CPS HR conducts a total compensation study; we typically collect, analyze and report on the following data:

- Base salary include range minimum and maximum amounts
- Cash add-ons such as retirement pickup, longevity pay, deferred compensation, education incentives, any other cash related payments
- Agency contribution to the most commonly used medical, dental and vision plans, and to long term disability and life insurance programs
- Agency contribution to all retirement plans.

Although the following are not used in a total compensation analysis model, they are compensable and/or provide relevant insights into market practices

- Paid time off practices including vacation, holidays, administrative leave, sick leave
 - Amounts allowed and any payout practices
- Employee cost sharing for medical, dental and vision plans
- Any special/certification pay practices

CPS HR's survey instruments are designed to be completed electronically or, if need be, in hard copy.

Task 4 – Review, Analyze and Validate Labor Market Survey Data - The survey information collected will be analyzed and placed into data spreadsheets. In conjunction with the survey instrument received from each labor market agency, the project team will review any additional background materials that become available. Once the project team has completed their tasks, the Technical Advisor will audit the final data as part of our quality review prior to submission to the City. CPS HR has determined that this method of data collection, analysis and audit provides our clients with credible and accurate data, a critical element in any compensation study.

Task 5 – Design and Develop Data Spreadsheets – CPS HR will develop an individual data sheet for each survey job title that presents the comparable job title used in each agency with the relevant data associated with that job title, such as the salary range minimum and maximum and any cost of wage adjustments. The labor market data analyses will be conducted based upon labor market position, i.e., labor market median, mean, or other percentile. A data sheet will be prepared for each benchmark survey job title. Each comparable match for each benchmark job title is reported in the relevant data sheet for full disclosure and review by others. We find this level of transparency in matching provides for a better understanding and acceptance of study results. A sample total compensation data sheet is presented in Appendix C.

Task 6 – Prepare the Draft Compensation Report - The project team will develop a Draft Total Compensation Report detailing the results of the labor market survey. The draft compensation study results will be presented to the Interim City Manager for discussion and comment prior to finalizing the report and submission to the City Council for their acceptance, adoption and action. This draft report will comprise the following:

- Scope of the study
- Agency and benchmark selection criteria
- Study methodologies
- Labor market data analysis/methodologies
- Results of the base salary survey
- Results of total compensation analysis

The project team will conduct a conference call with the Interim City Manager to discuss the draft results of the survey.

Task 7 – Research and Resolve Issues from Draft Total Compensation Report Review - Based upon the City's review of the Draft Total Compensation Report, the project team will follow up on compensation issues pursuant to this review.

Task 8 – Prepare and Present Final Total Compensation Report - An original, an electronic copy in Word format and the requested number of copies of the Final Total Compensation Report that includes the results of the total compensation analysis and study methodology, findings, and recommendations will be presented to the Interim City Manager. Communication of the final study results to the City Council will be performed by the CPS HR Project Manager, Technical Advisor and the Interim City Manager.

Proposed Staffing

CPS HR is committed to meeting the highest professional standards of quality and has assembled a uniquely qualified team of professionals to conduct this study for the City. Our consultants have been selected for their relevant experience and professionalism in dealing with projects of this nature. We firmly believe that the most important factors in ensuring the highest quality of consultant performance is first, the commitment the consultant brings to the engagement, and second, the experience of the firm and the individual consultants working on the project. Furthermore, our Project Managers involve themselves directly in preparing and submitting project deliverables. No documents or materials of any kind are delivered to the client without the Project Manager's review and approval. We trust this proposal will provide you with the relevant information on our commitment to our clients, the qualifications of our firm, and the experience of our individual consultants.

CPS HR has assembled a uniquely qualified team of professionals to conduct this study for the City. The project team, led by Dave Morgan, Project Manager for this study, also includes Monica Garrison Reusch, and Lynn Huson as project consultants. Debbie Owen and Linda Kegerreis will serve as Technical Advisors. Each member of this team has extensive consulting experience and direct, in-depth understanding of classification and compensation systems.

Presented below and on the following pages are résumés for each of our project team members. After examining these documents, should you have any questions, please feel free to contact us at any time and we will be happy to discuss our qualifications further.

You will note from the resumes and work experience for our consultants that they have extensive experience in public sector classification and compensation practices and have served a variety of government clients in multiple sectors such as local, state and special districts encompassing the breadth of jobs in all of those sectors. Our compensation deliverables are used by our clients to align their pay plans to market and internally, and are also used in the collective bargaining process. Our classification deliverables serves as the foundation of an agency's job related position allocation system.

DAVID M. MORGAN, PROJECT MANAGER

Profile

David M. Morgan began his duties as City Manager of California's 10th largest city in December, 2001. In his role, Morgan was responsible for implementing the policies established by the Anaheim City Council, overseeing the City's \$1.4 million budget, and shepherding the City's five-year \$678 million Capital Improvement Budget. As City Manager, Morgan coordinated a full range of municipal services ranging from public utilities, public safety, transportation, growth management, and social activities designed to enhance the quality of life of Anaheim's citizens. Since his retirement from the City of Anaheim in July of 2009, Dave has been involved in teaching a class on Local Government Leadership for Chapman University's Masters in Public Administration program, and consulting with CPS HR.

Employment History

- Consultant, CPS HR Consulting 2009 – Present
- City Manager, City of Anaheim, December 2001 - 2009
- Assistant City Manager, City of Anaheim, January 1993 - December 2001
- Human Resources Director, City of Anaheim, September 1988 - December 1992
- Resource Development Manager, City of Anaheim, June 1985 - September 1988

Professional Experience

- Assist team members on Executive Recruitments and other government consulting projects; meet with clients; screen and interview candidates; develop project methodologies and direction.
- Directly responsible for implementing the policies established by the Anaheim City Council, overseeing the City's \$1.4 billion budget, and monitoring the City's five-year \$500 million Capital Improvement Budget. Under direction of the City Council, coordinates a full range of municipal services ranging from public safety, public utilities, transportation, growth management, and social activities designed to enhance the quality of life of Anaheim's citizens and visitors.
- Direct reports included: Finance, Budget, Audit, Intergovernmental Relations, Information Services, Human Resources, Stadium, Convention Center, Library, and Parks, Recreation, & Community Services. In addition, the Assistant City Manager was responsible for major citywide projects and acted as the primary backup to the City Manager. Served as a key team member on the City's Resort and Stadium /Convention Center Renovation Projects.
- The Human Resources Director was responsible for the following key areas:
 - Employment, Affirmative Action, Benefits, Employee Information, Classification/Compensation, Employee Development, Organizational Development, and Employee Relations. Anaheim has 2,100 full-time and 2,500 part-time employees. In 1990, Anaheim was recognized by the International Personnel Management Association as one of three Agency Excellence Award Winners.
- The Resource Development Manager, as a senior member of the City Manager's Office, held overall responsibility for the coordination of all organizational performance

programs including: Strategic Planning, Organizational Development, and Productivity Efforts/Studies. Anaheim's efforts in these areas were acknowledged nationally in various publications.

Education

- Masters of Public Administration, 1979, California State University, Fullerton
- Bachelor of Arts - Political Science/Public Administration, 1973, California State University, Fullerton
- Leadership for the 21st Century Program, 1998, John F. Kennedy School of Government, Harvard University

Professional Associations

- International City Managers Association, 1985 – Present
- Adjunct Faculty Cal-State University, Long Beach, 1984 - 1990
- West Anaheim Medical Center Board Member, 1994 – 2001
- YMCA Anaheim Board Member, 1997 - Present
- California City Management Foundation, 1998 - 2002
- Anaheim Memorial Hospital Board Member, 2002 - 2008

MONICA GARRISON REUSCH, MBA, PROJECT CONSULTANT

Profile

Ms. Garrison Reusch is a Project Consultant with CPS HR Consulting, and has experience in many areas of Human Resources, including: recruitment, selection, examination development, classification and compensation. Ms. Garrison Reusch's primary professional focus over the last four years has been on compensation practices. Ms. Garrison Reusch has served as either a team member or Project Manager on varied projects including large scale studies done for the County of San Mateo, the County of Tuolumne, Imperial Irrigation District, and the California State Department of Personnel Administration and smaller specialized compensation studies for agencies such the City of Dixon, the City of Vacaville and the City of Modesto. Ms. Garrison Reusch has also overseen the personnel practices within social services departments and local child support services agencies within several California Counties. This administration includes conducting recruitments, receiving and screening applications, as well as determining and developing the assessment process, and reviewing and responding to appeals.

Employment History

- Project Consultant, CPS HR Consulting
- Consultant, CPS HR Consulting
- Administrative Analyst, CPS HR Consulting
- Sub-contracting Grant Writer, Independent
- Consultant, CWG Properties

Professional Experience

- Project Consultant, CPS HR. Currently, Ms. Garrison Reusch provides a broad range of human resources services to public agencies and has conducted projects for various jurisdictions, primarily classification and compensation studies.
- Serves as project consultant, lead or manages small, medium and large scale compensation projects for public sector agencies including, counties, cities and special districts. Ms. Garrison Reusch specializes in compensation projects focusing on both base salary and total compensation analysis studies. Ms. Garrison Reusch has participated on project teams for both large and small scale compensation studies, including recent large studies performed for the following agencies: Imperial Irrigation District, Eastern Municipal Water District, and San Mateo County. Ms. Garrison Reusch has also served as lead consultant on several studies including recent large statewide total compensation studies performed for the State of California.
- Serves as a project consultant performing classification studies; performs participant and management briefings; distribute, collect and analyze questionnaires; conduct employee and staff audits; prepare recommendation reports and respond to study appeals.
- Training and facilitation experience includes developing training materials and training public employees at varying levels on classification and compensation topics.

Education

- Golden Gate University, Sacramento: Masters in Business Administration, Sacramento, CA.
- University of Southern California: Bachelor of Science in Business Administration, Los Angeles, CA.

LYNN HUSON, PROJECT CONSULTANT

Profile

Ms. Lynn Huson has more than 22 years of experience working in various county government human resources positions in Washington and California. Lynn has extensive experience with position classification, compensation studies, conducting recruitments, and labor relations.

Employment History

- Project Consultant, CPS HR
- Human Resources Analyst, Kitsap County Department of Personnel and Human Services
- Administrative Specialist, US Census Bureau
- Personnel Services Coordinator, County of Orange Department of Human Resources

Professional Experience

- **Classification/Compensation:** Sole classification and compensation analyst for county of 1200 employees; write job descriptions, conduct individual and large group classification studies, determine position salaries, write reports and recommendations, assist and advise departments with reorganizations/ organizational design, make presentations to the Board of County Commissioners, act as compensation study committee chair facilitating represented and non-represented employee groups; prepare resolutions.
- **Recruitment:** Conduct recruitments for all departments; work with departments to determine needs, prepare job announcements and brochures, create supplemental questionnaires and screening criteria, prepare advertising, screen applicants, write interview questions, interview candidates as needed, conduct/coordinate reference checks, run background state checks, approve all hiring paperwork.
- **Labor Relations:** Provide support to Labor Relations Manager and negotiations; conduct salary studies, recommend compensation levels, cost out proposals, identify potential compensation and classification issues; conduct or assist in conducting employee investigations; write reports.
- **Policy/Procedure/Contract Interpretation:** Advise department heads, elected officials and staff on a variety of policies, procedures, contract issues/interpretations, Family Medical Leave Act and other employee matters.
- **Other Programs:** Employee Recognition Program, Lead over employee recognition program; coordinate awards and presentations; Unemployment Insurance Program, Coordinate directly reimbursable unemployment insurance program with third party administrator; provide information to the State; coordinate hearings.
- Provide payroll/accounts payable support; calculate payroll, prepare payment vouchers; input information into automated payroll system; assistant supervisor.
- Conducted recruitments for the General Services Agency; worked with departments to determine needs, prepare job announcements, advertise vacancies, coordinate recruitments, prepare interview questions; conduct salary surveys, interpret and apply labor contracts, policies and procedures; assisted with large countywide classification studies; personnel liaison to Affirmative Action Committee.

Education

- California State University at Long Beach, B.S. Degree in Business Administration;
Personnel Management & Labor Relations

DEBBIE OWEN, TECHNICAL ADVISOR

Profile

Ms. Owen is the Technical Director, Classification and Compensation with CPS HR Consulting. She has over twenty years of experience, fifteen of which involved serving as a Project Manager or team consultant to public sector agencies, within her specialty area of classification and compensation; and five years in the private sector as a compensation specialist and Benefits Administrator. Ms. Owen served as the Project/Contract Manager for the Merit System Services (MSS) contract with the California State Personnel Board for over three years; she also manages and participates in the full range of classification and compensation services for state and local government agencies, including cities, counties, utilities, and special districts.

Employment History

- Technical Director, Classification and Compensation, CPS HR Consulting
- Practice Leader, CPS HR Consulting
- Manager, Retention and Deployment Services, CPS HR Consulting
- Principal Consultant, CPS HR Consulting
- Project Consultant/Senior Consultant, CPS HR Consulting
- Consultant/Senior Consultant, Ralph Andersen & Associates/Johnson & Associates
- Benefits Administrator/Compensation and Benefits Specialist, Calgene, Inc.

Professional Experience

- Serves as project manager or technical expert/advisor for base salary or total compensation studies for state and local government agencies including cities, counties, transit agencies, state governments, utilities, school districts and special districts. Project management responsibilities include labor market selection; the design and development of survey tools; the audit of analyzed compensation and benefits data; compensation report writing and review; and presentation of study results to key stakeholders including employees, management, bargaining unit representatives and governing boards.
- Base salary and/or total compensation studies managed include City of Huntington Beach, City of Modesto, State of California Law Enforcement Study, State of California Department of Transportation and Office of the Receiver total compensation studies, Amador County, San Joaquin County, San Mateo County, Placer County, City of Vacaville, Imperial Irrigation District, Eastern Municipal Water District, Western Municipal Water District and the Yosemite Community College District.
- Serves as project manager or technical expert/advisor for comprehensive classification studies including conducting employee briefings, developing classification concepts and individual employee allocation recommendations; reviewing/preparing classification specifications and the presentation of study results to key stakeholders including employees, management, bargaining unit representatives and governing boards.
- Served as Project/Contract Manager for the Merit System Services (MSS) contract with the California State Personnel Board – MSS directly administers, or oversees compliance with, personnel programs for county social services and child support services programs.

Thirty counties are Interagency Merit System (IMS) counties for whom MSS provides direct personnel services such as recruitment and selection, examination services, position classification, appointment certification, disciplinary appeal, layoff standards and consulting in compliance with LAPS and federal merit principles. Twenty-eight counties have implemented an Approved Local Merit System (ALMS) and are subject to periodic audits by MSS to ensure compliance with the local agency personnel standards promulgated by SPB.

- Human resources benefit program experience includes the design, development, implementation and administration of employee health and retirement benefit programs; monitoring and evaluating benefit program costs; implementing cost controls; analyzing and implementing cost sharing programs; ensuring all programs were in compliance with mandated requirements; developing program communications and administration manuals; and conducting training sessions on compensation and benefit programs.
- Classification studies managed include the City of Huntington Beach, City/County of San Francisco, the City of Modesto, Amador County and Orange County Information Technology study.
- Human resources compensation program administration experience includes the design and administration of corporate and subsidiary compensation programs; job analysis, salary recommendations/range placement, and merit review adjustments.

Education

- Pierce College, Athens, Greece.

Professional Associations and Certification

- Certified Compensation Professional (CCP) attained through WorldatWork (formerly the American Compensation Association) in 1992.
- Member, *WorldatWork*
- Member, International Public Management Association (IPMA)
- Member, California Public Employer Labor Relations Association (CalPELRA)

LINDA KEGERREIS, TECHNICAL ADVISOR

Profile

Ms. Kegerreis is the Chief Workforce Officer for CPS HR and also manages the Products and Services Division. She has over 30 years of human resources program experience that includes 20 years as an HR Director in the public sector working for cities and counties. Her background and experience spans the gamut of human resources functions. She has also provided consulting services on performance management, pay for performance, succession management, recognition and reward systems, and FLSA.

Employment History

- Chief Workforce Officer, CPS HR Consulting
- Human Resource Director, City of San Buenaventura
- Asst. County Administrative Officer - Personnel, Yolo County
- Personnel Director, Douglas County, NV
- Personnel Supervisor, City of Tucson Police Department, AZ

Professional Experience

- Managed full service HR department, revamped salary and class structure, enhanced new hire orientation, facilitated a cross-departmental task force to develop recruitment methods, created and managed a succession management program, updated the performance management system to align with new organizational service delivery model, mission and vision.
- Led full service HR department for a charter city; led planning process resulting in adoption of City core values and competencies; implemented a city-wide training program to link the core values and competencies; and revised recognition program.
- Policy development and procedural implementation for recruitment and selection, labor negotiations and employee relations. Modified and streamlined recruitment procedures, consolidated employee and labor relations under Personnel, thereby increasing communications and decreasing grievances and arbitrations; instituted annual goals and objectives for department and individual staff, increasing focus, productivity and accountability. Managed outside contracts for benefits and other services.
- Coordinated labor and employee relations programs; provided advice and assistance to management; negotiated and administered labor contracts; initiated improvements in risk management, recruitment, benefits and communications.
- Managed all units of a centralized personnel section for large City police department. Wrote and obtained top management approval for policy guidelines in areas of selection, minimum police officer screening criteria, performance appraisals, special assignment testing, drug screening and AIDS policy. Initiated an exit interview program, which increased the ability to understand and respond to turnover. Participated in selection of outside contractors.

- Taught Preparing for Negotiations class at University of California Davis extension program.

Education

- M.Ed., Counseling and Guidance, University of Arizona, Tucson
- B.A., Sociology, Psychology, Texas Christian University, Fort Worth

Professional Associations and Certifications

- Past President of the Channel Islands Chapter of the International Public Management Association (IPMA-HR). Founding member of this IPMA chapter
- Member, Society for Human Resource Management
- Member, Sacramento Area Human Resource Association
- Member, Mother Lode Chapter of the IPMA
- IPMA-CP. Received designation as an IPMA Certified Professional
- Institute of Cultural Affairs, Certificate for 'Mastering the Technology of Participation', a year-long training program in facilitation methods



Project Timeline

Based upon the work plan presented within this proposal, we anticipate a study of this nature would be completed within a twelve (12) week time frame from the execution of the contract. CPS HR confirms that the proposed project team has the availability to begin work on this project upon the execution of the contract and foresees no difficulty with meeting the proposed timeframe given current and projected workloads. Our time frames are based upon the assumption that the selected labor market agencies will provide the information required within the specified time frame and that the City will be able to review, comment on, and approve study products within agreed upon time frames. During the study, the CPS HR Project Manager will provide the Interim City Manager with status report on labor market agency participation and will assess any impact on the timeline. CPS HR will submit total compensation data for the Police Officer classification before the other benchmark classes.

Project Tasks/Milestones	Week #
Classification Tasks and Agency Benchmark Study:	
Task 1 – Review the City’s Background Materials	Upon contract execution
Task 2 – Develop Job Evaluation Tools	2
Task 3 – Project Initiation Meetings	2
Task 4 – Conduct Orientation Sessions	2-3
Task 5 – PDQ Completion by Employees	3-5
Task 6 – Review and Analyze PDQs	5-7
Task 7 – Agency Benchmarking Survey	5-7
Task 8 – Analyze Classification Data/Draft Classification Report	8
Task 9 – Develop and/or Revise Classification Plan and Specifications	8-9
Task 10 – Research and Resolve Issues from Draft Classification Report Review	10-11
Task 11 – Prepare and Present Final Classification Report	12
Total Compensation Tasks:	
Task 1 – Review the City’s Background Materials	Upon contract execution

Project Tasks/Milestones	Week #
Task 2 – Project Initiation Meetings/ Labor Market and Benchmark Classification Workshop	2
Task 3 – Design, Develop and Distribute Survey Instruments	2-3
Task 4 – Review, Analyze and Validate Labor Market Survey Data	4
Task 5 – Design and Develop Data Spreadsheets	4-7
Task 6 – Prepare the Draft Compensation Report	8
Task 7 – Research and Resolve Issues from Draft Total Compensation Report Review	9-10
Task 8 – Prepare and Present Final Total Compensation Report	12

Cost

To complete the work, CPS HR is proposing a professional services fee of **\$31,343.35** to conduct the City's Classification, Compensation Study and Benchmark Survey, plus an estimated **\$1,178** for travel related and incidental expenses. **CPS HR has provided the City with a 5% discount on the Professional Services Fee for this contract.** CPS HR will bill on a monthly basis, only for hours worked, and any incurred expenses as a direct pass-through.

During the course of the study, CPS HR estimates the need for two (2) on-site visits for the following purposes:

- Trip # 1- Initiation of Project, Council Workshop Session and Employee Orientation Sessions
- Trip # 2 - Presentation of Final Study Findings and Recommendations to City Council

Labor Categories	Hourly Rate
Project Manager	\$150
Technical Advisor	\$120
Project Consultant	\$105
Technical Support	\$60

Incidental expenses such as airfare, mileage, printing, copying and other related costs will be billed at actual cost.

† *Travel Expenses*

CPS HR understands that no travel or related expenses will be chargeable to the City without prior approval by an authorized City representative. CPS HR offers our client a reduced fee of one-half the billable consulting rate for travel time and "passes-through" costs such as mileage and per diems. CPS HR uses the GSA Domestic Per Diem Rates schedule available on the Internet in the estimation of travel, hotel, and meal allotments. (Please see www.gsa.gov). Also, we use the IRS-approved mileage reimbursement rate (currently 50¢ per mile) to estimate reimbursement rates for automobile travel.

Other approaches may be discussed that will alter the cost of the project. The methods, approach and timelines described in this proposal as well as the cost estimate have been prepared as accurately as possible based upon the services requested and study objectives described in the information provided to CPS HR. The total cost reflects the steps and time necessary to conduct the study in a sound, thorough and sustainable manner, including important input and review by the City and designated staff to accomplish the study objectives.

If changes or additional services are required, we will be happy to discuss changes to the project activities, schedule and/or cost estimate.



Appendix A – Sample PDQ

Agency's Name

POSITION DESCRIPTION QUESTIONNAIRE/FLSA FOCUS

Name:	Work Phone Number:
Current Classification Title:	Supervisor's Name and Title:
Regular Days of Week Worked:	Regular Start and End Times of Work Day:

EMPLOYEE'S STATEMENT

JOB SUMMARY

1. In three five sentences, briefly describe the **major** purpose(s) and/or function(s) of your job.

For example:

One of the main purposes of the position is to generate engineering plans for capital improvement, which includes survey work, engineering design, plan drafting and costing.

ESSENTIAL FUNCTIONS: DUTIES AND RESPONSIBILITIES

2. The information you provide on the next page is the most important part of this questionnaire. Briefly and accurately number and describe your essential job functions in terms that anyone reviewing this form will be able to understand. Avoid abbreviated, vague, or abstract words, such as "assists," "handles," "keeps," or "prepares," unless you describe how you assist, what you prepare, etc. Be specific.

For example:

DO THIS!

- Receives, opens, time stamps, and distributes incoming mail
- Calculates, verifies, and posts billing amounts
- Maintains accurate records on the flow of input information, output records, machine operations, operator assignments, and staff time

DON'T DO THIS

- Assists in handling mail
- Prepares final billings
- Keeps records

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ESSENTIAL JOB FUNCTIONS

List the essential job functions you perform in order of their importance. Typically, most jobs have 8 to 10 essential job functions that are the most critical. If you need more space, attach additional pages.

FREQUENCY Provide the approximate percent of time you spend on each essential duty. The total of all percentages should not be more than 100 percent.

IMPORTANCE 1 = MINOR 2 = AVERAGE 3 = CRITICAL

	Essential Functions	Frequency (% of time)	Importance
2.1			
2.2			
2.3			
2.4			
2.5			
2.6			
2.7			
2.8			
2.9			
2.10			
2.11			

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Information Technology Job Family Questions

If you are assigned to an information technology position, please complete the table below. If you answered yes or not sure provide examples of work that you think are or may be qualifying. If you require additional space please attach additional pages and number each item.

QUESTIONS	Yes	No	Unsure	Percent of Time
Operational Characteristics of Major Duties Performed				
1. The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;				
2. The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or a combination of the aforementioned duties, the performance of which requires the same level of skills.				
3. The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications.				
4. Duties performed requires the incumbent to be highly skilled and proficient in the theoretical and practical application of highly specialized information to computer systems analysis, programming, and software engineering.				

IMPACT AND SCOPE

3. List services and/or any work products directly generated as a result of the tasks and duties you perform (e.g., policies, guidelines, budgets, technical, administrative or financial reports). List the receiver of each of these services/work products. If a receiver takes an action with the work product, please describe what that action would be, i.e. changes content, approves, etc.

Services/Work Product(s)	Receiver(s)/Action(s)

4. **Authority.** Check the box which most closely describes the level of discretion and independent judgment that correlates to the level of authority assigned to your position for each listed work activity. Where there are options listed for organization/department/division/section, please circle the level within the organization for which the authority and/or independent judgment is exercised. For frequency, please use the following abbreviations:

D = Daily
W = Weekly
A = Annually

Work Activity	No Authority	Recommend	With Prescribed Guidelines	On Own Authority	Frequency
Determine long-term strategic planning objectives for the organization/department/ division/section	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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Work Activity	No Authority	Recommend	Within Prescribed Guidelines	On Own Authority	Frequency
Determine and develop policies and procedures for the organization/department/ division/section	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Change/re-direct policies and procedures for the organization/ department/division/section	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Implement policies and procedures for the organization/ department/division/section	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Determine and develop goals and objectives for the organization/department/ division/section	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Implement goals and objectives for the organization/ department/ division/section	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Acquire resources needed to accomplish goals and objectives for the organization/ department/ division/section	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Establish and organize work priorities and processes for own position	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Establish and organize work priorities and processes for other positions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Establish operational and/or capital budget amounts for organization/department/ division/section Annual budget amount _____ Authorized expenditure level per occurrence assigned to your position _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Manage/administer operational and/or capital budget amounts for organization/department/ division/section Annual budget amount _____ Authorized expenditure level per occurrence assigned to your position _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Monitor operational and/or capital budget amounts for organization/department/ division/section Annual budget amount _____ Authorized expenditure level per occurrence assigned to your position _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

5. If you listed tasks related to developing policies or procedures in the above table, please describe the types of policies and procedures below:

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6. List any formal guidelines, standards, regulations, etc. within which your job must be performed. Are there conflicting guidelines? How do you resolve such conflicts? Do guidelines change frequently? Please give an example.

7. Describe the kinds of decisions or problems that occur on a regular basis that you:

a. Approve or resolve on your own:

b. Refer upward to your supervisor or manager:

8. What level of authority does your position have to ensure compliance with laws, codes and standards?

For example:

- I can stop the work of a project if I find it out of compliance with standards.
- I issue warnings to consultants/contractors who are out of compliance. I have the authority to make recommendations regarding the termination of the contract
- I have the authority to cancel the contract.

What corrective action do you take if noncompliance or substandard conditions are detected? What options do you have?

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SUPERVISION / DIRECTION

9. **Supervision/Direction received:** Please select one of the following type and amount of supervision that best describes the type and amount of supervision that your position receives.

- My supervisor frequently checks my job activities.
- I work alone on routine or regular work assignments and check with my supervisor on non-routine assignments or when in doubt as to the correct procedures to follow.
- I receive occasional supervision while working toward a definite objective that requires use of a wide range of procedures. I plan, and/or determine specific procedures or equipment required to meet assigned objectives, and I solve non-routine problems. I refer only unusual matters to my supervisor.
- I work from broad policies and towards general objectives. I refer specific matters to superior(s) only when interpretation or clarification of District policies is necessary.
- I work from general directives or broadly defined missions of the District.

From whom do you receive work assignments?

_____	_____
Name	Title
_____	_____
Name	Title

How is your work checked in order to discover/eliminate errors?

10. **Supervision/direction given:** Do you directly supervise employees (including conducting performance evaluations)?

- YES NO

Indicate the total number of employees supervised directly: _____ and indirectly: _____

11. **Supervision/direction given:** Do you perform "Lead" duties?

- YES NO

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12. List the employees you directly supervise or lead (include name, classification and status). If you supervise or lead more than ten employees, you may list only the job titles and number of people supervised:

STATUS FTE = Full-time employee
 PT = Part-time/Intermittent employee
 TEMP = Temporary or Contract employee

Name	Job Title	Type of Supervision (director or lead)	FTE	PT/TEMP
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

13. What type of supervision/lead do you provide? Please select all of the supervisory/lead duties you perform, the level of your authority, and indicate whether you perform this activity for employees, non-employees (e.g. volunteers), or both.

Supervisory Duty	No Authority	Recommend	With Prior Approval	On Own Authority	Employee or Non-Employee
Train others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hire employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plan and/or schedule work for others on specific projects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plan and/or schedule work for others on a daily basis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Assign or delegate work to others on specific projects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Assign or delegate work to others on a daily basis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Monitor work of others on specific projects or on a daily basis (please specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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Supervisory Duty	No Authority	Recommend	With Prior Approval	On Own Authority	Employee or Non-Employee
Establish rules, procedures, and/or standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Approve overtime and/or leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Evaluate performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Take corrective action	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Resolve complaints and/or grievances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

14. What degrees, advanced degrees or licenses are required by your job?

Degree, Advanced Degree or License	Required by	
	Law	Employer
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

EMPLOYEE STATEMENT CONCLUSION

15. If there are other aspects of your job not covered in this questionnaire that are important in understanding your job content please describe below.

Incumbent's Signature

Date

Work Phone #

Name (Please print)

Title

CPS Human Resource Services Agency's Name Position Description Questionnaire/FLSA Focus

IMMEDIATE SUPERVISOR/MANAGER STATEMENT

Review this employee's questionnaire carefully to see that it is accurate and complete. Then fill out Items 1-2 below. Do not fill in these items unless you supervise the employee directly. Your certification below means that you accept responsibility for the accuracy and completeness with which the entire questionnaire describes the duties and responsibilities of the job, as well as the span of control, decision making and independence of judgment exercised by the position. If the Employee's Statement does not express your view of the duties, responsibilities and essential functions that you have assigned the employee, please clarify or elaborate below. Please allow your employees to review your responses if they request to see them.

There are two essential cautions you should observe:

- Under no circumstances should you change or alter the employee's entries in Employee's Statement.
- Do not make any statements or comments about the employee's work performance, competence or qualifications. This questionnaire will be used to evaluate the duties that constitute the **position**, not the performance or qualifications of the **employee**.

1. Does the description of the job as given by the employee accurately reflect the tasks, duties and responsibilities that are actually required of this position? If not, please clarify.

2. Do you agree with all of the information given by the employee? If your answer is "no", please identify and clarify the reason for your disagreement.

Supervisor/Manager Signature	Date	Work Phone #
Name (Please print)	Title	

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DEPARTMENT HEAD REVIEW

Do you agree with the other information given by the employee and/or immediate supervisor? If not, please clarify:

Department Head's Signature	Date	Work Phone #
Name (Please print)		Title

Appendix B – Sample Total Compensation Survey Instrument

(Agency)

Total Compensation Survey

INTRODUCTION

CPS HR Consulting, on behalf of the (Agency), is conducting a District-wide compensation and benefits survey. The Agency has identified your agency as part of their labor market and would greatly appreciate your assistance in collecting the necessary information.

This compensation and benefits survey comprises three sections as follows:

- The first section of this survey asks some general information questions with respect to your agency size and salary plan structure.
- The second section of this survey comprises the compensation survey and provides salary data collection sheets on pages 4-13. The descriptions for these survey classes are provided on pages 14-30. If your agency does have a comparable class, please provide the following information on the designated area of the form:
 - Your agency's comparable class title.
 - The monthly minimum and maximum salary provided to the comparable class. If your agency utilizes an open range pay structure with a control point, please provide the control or market point for that class.
 - If your agency does not have a comparable class, please list the class or classes that perform these duties.
 - Please list any additional information on your comparable class in the comments section.
- The third section of this survey provides premium pay, benefits and leave practices data collection sheets.

PARTICIPATING AGENCY

Please complete the following information so that we can track responses and follow-up with questions on the survey.

Agency Name

Address

Contact Name

Title

Telephone Number

Fax Number

E-mail Address

GENERAL INSTRUCTIONS

To participate in this study, please follow these instructions:

1. Please complete all sections of the questionnaire using the salary and benefit information for your agency's classification that matches the Agency's classification (descriptions can be found on pages 14-30).
2. Please include copies of your agency's salary schedules, organization charts and the classification specifications for the comparable classes, or provide the web-site address where this information may be found.
3. Fax the completed questionnaire to XXXXX XXXX at (916) XXX-XXXX or mail it with the provided prepaid postage sticker by **Monday, February 13, XXX**.
4. If you have any questions, please call XXXXX XXXX at (916) XXX-XXX, extension XXX.

Thank you in advance for your assistance.

I. GENERAL INFORMATION

What is the total number of full-time employees within your agency? _____

Please provide details of your salary plan structure/administration. If your agency utilizes an open range plan, please provide the control point (e.g. mid-point, range maximum, or any other point within the range that is your agency's maximum market value for the classification).

- Step plan (indicate number of steps) _____
- Open range (indicate control point) _____
- What is the date of the next scheduled cost of living increase?

_____ (Department Management)

_____ (Division Management)

_____ (Professional Employees)

_____ (General Employees)

- What is the amount of the next cost of living increase?

_____ (Department Management)

_____ (Division Management)

_____ (Professional Employees)

_____ (General Employees)

II. COMPENSATION SURVEY

Salary Data Collection Sheets – Refer to Descriptions on Pages 14-30.

#	Survey Class Title	Your Agency's Class Title	Min. monthly salary	Max. monthly salary	If no match, list which class performs these duties	Comments
1.	Accountant					
2.	Accounting Assistant II					
3.	Accounting Manager					
4.	Accounting Technician II					
5.	Administrative Assistant I					
6.	Administrative Assistant II					
7.	Air Quality Compliance Analyst II					
8.	Business Systems Analyst II					

Proposal to the City of Bell
Classification and Compensation Study

#	Survey Class Title	Your Agency's Class Title	Min. monthly salary	Max. monthly salary	If no match, list which class performs these duties	Comments
9.	Buyer					
10.	Chemist					
11.	Civil Engineer (P.E.)					
12.	Civil Engineering Associate II					
13.	Computer Operator II					
14.	Conservation Analyst II					
15.	Construction Administration Representative II					
16.	Construction Administrator					
17.	Construction Inspector					

Proposal to the City of Bell
Classification and Compensation Study

#	Survey Class Title	Your Agency's Class Title	Min. monthly salary	Max. monthly salary	If no match, list which class performs these duties	Comments
18.	Construction Inspection Supervisor					
19.	Controls Technician II					
20.	Custodian II					
21.	Customer Service Field Representative II					
22.	Customer Service Manager					
23.	Customer Service Representative II					
24.	Customer Service Supervisor					
25.	Development Services Representative II					
26.	Director of Community Involvement					

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Classification and Compensation Study

#	Survey Class Title	Your Agency's Class Title	Min. monthly salary	Max. monthly salary	If no match, list which class performs these duties	Comments
27.	Director of Engineering					
28.	Director of Human Resources and Risk Management					
29.	Director of Information Systems					
30.	Director of Maintenance					
31.	Director of New Business Development					
32.	Director of Purchasing and Contracts					
33.	Director of Water Operations					
34.	Director of Water Reclamation					
35.	Distribution Operator III					

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Classification and Compensation Study

#	Survey Class Title	Your Agency's Class Title	Min. monthly salary	Max. monthly salary	If no match, list which class performs these duties	Comments
36.	Electrical Services Supervisor					
37.	Engineering Technician II					
38.	Environmental Compliance Analyst II					
39.	Executive Assistant					
40.	Fabrication Welder II					
41.	Facilities Location Supervisor					
42.	Facilities Location Technician					
43.	Facilities Maintenance Technician II					
44.	Field Services Manager					

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#	Survey Class Title	Your Agency's Class Title	Min. monthly salary	Max. monthly salary	If no match, list which class performs these duties	Comments
45.	Field Services Supervisor					
46.	Fleet Maintenance Mechanic II					
47.	Fleet Services Manager					
48.	GIS Analyst					
49.	Human Resources Analyst II					
50.	Human Resources Manager					
51.	Hydrologist					
52.	Industrial Engine Technician II					
53.	Laboratory Manager					

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#	Survey Class Title	Your Agency's Class Title	Min. monthly salary	Max. monthly salary	If no match, list which class performs these duties	Comments
54.	Laboratory Technician II					
55.	Legislative Affairs Manager					
56.	Machinist/Tool Maker II					
57.	Management Analyst II					
58.	Meter Reader II					
59.	Meter Repair Technician					
60.	Office Assistant					
61.	Operations Representative II					
62.	Payroll Administrator					

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Proposal to the City of Bell
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#	Survey Class Title	Your Agency's Class Title	Min. monthly salary	Max. monthly salary	If no match, list which class performs these duties	Comments
63.	Personal Computer Support Technician II					
64.	Plant Maintenance Technician II					
65.	Portable Water Treatment Operator III					
66.	Public Affairs Officer					
67.	Purchasing Manager					
68.	Safety and Risk Manager					
69.	Safety Officer					
70.	Senior Database Administrator					
71.	Source Control Inspector II					