

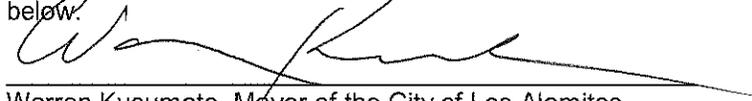
CITY OF LOS ALAMITOS

3191 Katella Avenue
Los Alamitos, CA 90720

AGENDA CITY COUNCIL SPECIAL MEETING

Monday, January 7, 2013 – 6:00 P.M.

I, Warren Kusumoto, as Mayor of the City of Los Alamitos, do hereby call a special meeting of the City Council of the City of Los Alamitos, to be held at the time and place listed above to discuss the matters listed below.



Warren Kusumoto, Mayor of the City of Los Alamitos

NOTICE TO THE PUBLIC

This Agenda contains a brief general description of each item to be considered. Except as provided by law, action or discussion shall not be taken on any item not appearing on the agenda. Supporting documents, including staff reports, are available for review at City Hall in the City Clerk's Office or on the City's website at www.cityoflosalamitos.org once the agenda has been publicly posted.

Any written materials relating to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 3191 Katella Ave., Los Alamitos CA 90720, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

It is the intention of the City of Los Alamitos to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee, or a participant at this meeting, you will need special assistance beyond what is normally provided, please contact the City Clerk's Office at (562) 431-3538, extension 220, 48 hours prior to the meeting so that reasonable arrangements may be made. Assisted listening devices may be obtained from the City Clerk at the meeting for individuals with hearing impairments.

Persons wishing to address the City Council on any item on the City Council Agenda should complete a blue "Request to Speak" card and will be called upon at the time the agenda item is called or during the City Council's consideration of the item and may address the City Council for up to three minutes.

1. **CALL TO ORDER**
2. **ROLL CALL**
 - Council Member Edgar
 - Council Member Graham-Mejia
 - Council Member Grose
 - Mayor Pro Tem Murphy
 - Mayor Kusumoto

3. SPECIAL ORDERS OF THE DAY

A. **City Council Reorganization** (City Clerk)

This report provides relevant information for the City Council's annual reorganization, by the election of Mayor and Mayor Pro Tem. Mayor Pro Tem Murphy has expressed an interest in revisiting the process.

Recommendation:

1. Receive and file; or,
2. Action as Council deems appropriate.

4. DISCUSSION ITEMS

A. **Adoption of Resolution Establishing Salaries and Benefits, Approval of Contract Terms, and Amendment of Position Descriptions for Non-Represented Employees** (City Manager)

The non-represented employees have not received an increase in compensation since 2006 (and have made accommodations, including taking furloughs, to address the City's fiscal needs) while all other bargaining units have received significant increases during that same time. Moreover, salary surveys indicate that management salaries have dropped below the lowest in the County for comparable positions. Meanwhile, the City Council has expressed a desire to cease paying the employees' share of PERS contributions and impose those costs upon employees, consistent with statewide pension reform efforts. After extensive negotiations to address these issues, the City Council directed that the following proposal be presented to the employees and, if acceptable, brought back to City Council for approval.

Recommendation:

1. Adopt Resolution 2013-02 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ESTABLISHING SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION NO. 2009-12"; and,
2. Authorize the City Manager to enter into Employment Agreements with all non-represented employees (except the City Clerk who reports directly to the City Council) in the forms attached and on the terms described herein; and,

3. Approve the amended position descriptions for the positions of Support Services Manager and Benefits Coordinator/Executive Assistant to conform to actual and current duties.

**B. Approval of Employment Agreement and Appointment of City Clerk
(City Manager)**

This staff report will authorize the City Council to appoint Windmera (Windy) Quintanar, Certified Municipal Clerk (CMC), as City Clerk of the City of Los Alamitos. Approval of the Employment Agreement and adoption of the Resolution will confirm her appointment.

Recommendation:

1. Approve the Employment Agreement with Windmera Quintanar; and,
2. Adopt Resolution No. 2013-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CA APPOINTING WINDMERA QUINTANAR AS CITY CLERK OF THE CITY OF LOS ALAMITOS, CA AND REPEALING RESOLUTION NO. 2011-26 IN ITS ENTIRETY".

**C. City Attorney Services – Schedule and Request for Proposal
(City Manager)**

This report sets forth a recommended schedule, evaluation criteria, and scope to be incorporated into a Request for Proposal for City Attorney Services.

Recommendation: Approve the schedule, evaluation criteria, and scope of work for City Attorney Services and instruct Staff to release the RFP.

5. CLOSED SESSION

A. Public Employment

Title: City Manager
Authority: Government Code Section 54957

6. ADJOURNMENT

The next meeting of the City Council is scheduled for **TUESDAY, January 22, 2013, at 6:00 p.m.**, in the City Council Chamber.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: Los Alamitos City Hall, 3191 Katella Ave.; Los Alamitos Community Center, 10911 Oak Street; and, Los Alamitos Museum, 11062 Los Alamitos Blvd.; not less than 24 hours prior to the meeting.



Windmera Quintanar, CMC
Department Secretary



Date

City of Los Alamitos

Agenda Report Special Orders

January 7, 2013
Item No: 3A

To: Mayor Warren Kusumoto & Members of the City Council
Via: Angie Avery, City Manager
From: Windmera Quintanar, CMC, Department Secretary
Subject: City Council Reorganization

Summary: This report provides relevant information for the City Council's annual reorganization, by the election of Mayor and Mayor Pro Tem. Mayor Pro Tem Murphy has expressed an interest in revisiting the process.

Recommendation:

1. Receive and file; or,
2. Action as Council deems appropriate.

Background

Administrative Regulation 2.1, adopted on December 6, 2004, requires the elections for the Office of Mayor and the Office of Mayor Pro Tem occur annually at the first regular meeting in December. The Mayor and the Mayor Pro Tem serve at the pleasure of the City Council. The procedure states that the City Clerk shall conduct the election for the Office of Mayor. The newly-elected Mayor shall then conduct the election for the Office of Mayor Pro Tem. Each election shall be conducted by a roll call vote of the City Council.

Discussion

The City Council last reorganized on December 17, 2012. At the meeting Council Member Kusumoto was elected as Mayor and Council Member Murphy was elected as Mayor Pro Tem.

The City's Charter requires roll call votes be taken for the election of these two Officers. A second is not required for nominations and nominations will be considered in the order received.

Fiscal Impact

Minimal cost for printing new letterhead and business cards.

Submitted By:



Windmera Quintanar, CMC
Department Secretary

Approved By:



Angie Avery
City Manager

City of Los Alamitos

Agenda Report Discussion Item

January 7, 2013
Item No: 4A

To: Mayor Warren Kusumoto & Members of the City Council

From: Angie Avery, City Manager
Sandra Levin, City Attorney

Subject: Adoption of Resolution Establishing Salaries and Benefits, Approval of Contract Terms, and Amendment of Position Descriptions for Non-Represented Employees

Summary: The non-represented employees have not received an increase in compensation since 2006 (and have made accommodations, including taking furloughs, to address the City's fiscal needs) while all other bargaining units have received significant increases during that same time. Moreover, salary surveys indicate that management salaries have dropped below the lowest in the County for comparable positions. Meanwhile, the City Council has expressed a desire to cease paying the employees' share of PERS contributions and impose those costs upon employees, consistent with statewide pension reform efforts. After extensive negotiations to address these issues, the City Council directed that the following proposal be presented to the employees and, if acceptable, brought back to City Council for approval.

Recommendation:

1. Adopt Resolution 2013-02 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ESTABLISHING SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION NO. 2009-12"; and,
2. Authorize the City Manager to enter into Employment Agreements with all non-represented employees (except the City Clerk who reports directly to the City Council) in the forms attached and on the terms described herein; and,
3. Approve the amended position descriptions for the positions of Support Services Manager and Benefits Coordinator/Executive Assistant to conform to actual and current duties.

Background and Discussion

The negotiations and proposed revisions address four primary areas of concern:

Employee Contribution Towards Retirement Benefits: The proposal requires that the employees pay the 8% employee contribution previously paid by the City, but that it be offset by a 9% increase in compensation. Accordingly, the Salary and Benefits Resolution adjusts the step and range chart to reflect the 9% increase while the employment agreements each provide that the employees will pay an 8% employee contribution towards PERS, and sets compensation at the step and range in the Salary and Benefits Resolution that corresponds to existing compensation plus 9%.

Creating Equity in Benefits: The proposed Salary and Benefits Resolution also provides the non-represented employees with the same increase in medical benefits previously provided to other employees and adds Veteran's Day as a holiday as it is currently provided to all other City employees.

Establishing a Market Adjustment Policy: The Salary and Benefits Resolution also establishes as Council policy and directive that the City Manager may adjust salaries individually based upon market surveys and actual performance, so long as the adjusted compensation does not exceed the compensation provided to the lowest top-step of a comparable position in Orange County and all adjustments are within the Council-approved budget. The goal is to reward excellent performance, retain high-performing employees, recruit competitively, but remain fiscally prudent.

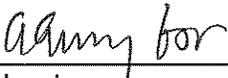
Conforming the Documents to Actual Practice: For an extended period of time, the positions of Support Services Manager and Benefits Coordinator/Executive Assistant have been performing additional duties and receiving supplemental pay not reflected in the prior compensation resolution. It is now apparent that those duties are not temporary and have instead become a part of the position duties. Accordingly, it is appropriate to include the duties and the compensation in the formal documentation. The job descriptions for the positions of Support Services Manager and Benefits Coordinator/Executive Assistant have therefore been revised to conform to actual and current duties and the step and range chart in the Salary and Benefits Resolution has been amended to reflect the compensation actually paid.

These modifications were requested by Council and are acceptable to the employees.

Fiscal Impact

Upon approval, the fiscal impact of the three-year agreement would be in the range of \$30,520 to \$31,520. The exact number is not known at this time because staff is in the process of negotiating a salary with the new Finance Director. This amount at the high end is within the FY 2012-13 Council approved budget. Any future market adjustments to salaries will be also be within the Council approved budget.

Submitted By:



Sandra J. Levin
City Attorney

Approved By:



Angie Avery
City Manager

Attachments:

- 1. Resolution No. 2013-02*
- 2. Templates for Executive, Middle Management and Confidential Employees Contracts*
- 3. Revised Position Descriptions*

RESOLUTION NO. 2013-02**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF LOS ALAMITOS ESTAB-
LISHING SALARIES AND BENEFITS FOR
NON-REPRESENTED EMPLOYEES AND
REPEALING RESOLUTION NO. 2009-12**

WHEREAS, the City of Los Alamitos desires to promote improved employer-employee relations between the City of Los Alamitos and its employees by establishing and presenting the rights and benefits of the employees and the City of Los Alamitos.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Title of Resolution. This Resolution shall be known as the Salary and Benefit Resolution for Non-Represented Employees of the City of Los Alamitos.

SECTION 2. Statement of Purpose - Employer and Non-Represented Employee Relations. This Resolution is adopted to provide reasonable and orderly procedures for the administration of employer-employee relations between the City and its non-represented employees.

SECTION 3. Definitions.

- A. CITY: The City of Los Alamitos, a municipal corporation, and where appropriate herein, "City" refers to the City Council, the governing body of said City, or any duly authorized representative of the City of Los Alamitos.
- B. DAYS: Calendar days, unless otherwise stated.
- C. EMPLOYEE OR NON-REPRESENTED EMPLOYEE: Except as otherwise specified in this Resolution, any person regularly employed by the City of Los Alamitos in one or more full-time positions of Executive Management, Middle Management or Confidential Employees.
1. Executive Management employees are the following positions: City Clerk, Finance Director, Chief of Police, Director of Community Development, Director of Recreation and Community Services, and Director of Public Works, and Director of Administrative Services.
 2. Middle Management employees are the following positions: Community Services Manager, Finance Manager, Police Captain, Public Services Superintendent, and Support Services Manager.
 3. Confidential employees are the following positions: Assistant to the City Manager, Deputy City Clerk and Benefits Coordinator/Executive Assistant.

4. The position of Senior Finance Assistant is no longer an unrepresented employee and shall not be governed by this resolution. The inclusion of the position of Senior Finance Assistant in the City Employee Association (CEA) bargaining unit is hereby ratified.

SECTION 4. City Responsibilities and Rights.

Rights Enumerated. Nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy. Except as otherwise specifically provided in this Resolution, or amendments or revisions thereto, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- A. To determine the merits, necessity, nature or extent of services to be performed, as well as the right to determine and implement its public function and responsibility, and the mission of its constituent departments, commissions and boards.
- B. To set standards of service and manage all facilities and operations of the City, including the methods, means and personnel by which the City's operations are to be conducted.
- C. To schedule working hours, allot and assign work.
- D. To establish, modify or change work schedules or standards.
- E. To direct the working forces, including the right to hire, promote, demote or transfer any employee and determine the procedures and standards of selection for employment.
- F. To determine the location of all plants and facilities.
- G. To determine the layout and the machinery, equipment or materials to be used.
- H. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- I. To determine the size and composition of the working force.
- J. To determine the policy and procedure affecting the selection or training of new employees.
- K. To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards, the assessment of employee performance and the procedures for said assessment.

- L. To control and determine the use of City's property, material, machinery and equipment.
- M. To schedule the operation of and to determine the number and duration of shifts.
- N. To determine measures to promote safety and to protect health and property and take all necessary actions to carry out its mission in emergencies.
- O. To transfer work from one job to another or from one plant or unit to another.
- P. To introduce new, improved or different methods of operations, or to change existing methods.
- Q. To relieve employees from duty for lack of work or for other reasons deemed legitimate by management.
- R. To reprimand, suspend, demote, reduce in pay, discharge or otherwise discipline employees for cause. The judgment of management shall govern except for an abuse of discretion.
- S. To establish and determine job classifications.
- T. To contract or subcontract work with outside public or private entities and maintain the efficiency of governmental operations;
- U. To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner for the best interest of the public it serves.
- V. To terminate at-will employees with or without cause or notice, and without right of appeal or hearing.

SECTION 5. Salary Ranges.

- A. The salary steps and ranges of all classifications governed by this Resolution shall be as specified in Exhibits A1 and A2 attached hereto and incorporated by reference.
- B. Market Adjustment Policy: In order to retain high-performing employees, promote excellent job performance, recruit competitively, but remain fiscally prudent, the City Manager is authorized to adjust the steps and ranges in Exhibits A1 and A2 for management employees position-by-position based upon performance, as follows:
 - 1. The City Manager may conduct salary surveys from time to time with respect to some or all of the non-represented employees' positions and to adjust

- steps and ranges, within the parameters stated in this section, based on performance and market conditions.
2. The surveyed cities shall, at a minimum, include those in Orange County with populations of less than 30,000 and the immediately adjacent cities of Cypress and Seal Beach.
 3. Adjusted compensation may not exceed the compensation provided to the lowest top-step of a comparable position in Orange County according to the survey.
 4. All compensation adjustments must be within the Council-approved budget.

SECTION 6. Vacation.

- A. Purpose. The purpose of annual vacation is to enable eligible employees to take time off to provide a break from their work-related duties and responsibilities and to return to work refreshed.
- B. Basis of Accrual. New employees shall begin accrual of vacation leave effective their first day of employment. New employees shall not be allowed to take vacation leave until six months of continuous full-time service. Vacation leave shall accrue to employees on a bi-weekly basis at a pro-rated amount equivalent to the annual amounts specified below. No employee may accumulate more than three hundred (300) hours of vacation leave. When an employee's accumulated vacation leave balance reaches three hundred (300) hours, that employee shall not accrue any further vacation leave until such time as the employee's accumulated vacation leave balance is reduced below three hundred (300) hours. In order to promote recruiting and retention efforts, the City Manager shall have the discretion to modify this schedule for an individual employee at the time of hire or promotion when he or she determines it to be in the best interests of the City.

Annual vacation leave accrual for employees hired before August 1, 1987 shall be limited as follows:

<u>Years of Service</u>	<u>Hours</u>
0-3	120
4	128
5	136
6-10	144
11	152
12	160
13	168
14	176
15	184
16	192
17 and over	200

Annual vacation leave accrual for employees hired on or after August 1, 1987, shall be limited as follows:

<u>Years of Service</u>	<u>Hours</u>
0-2	80
3	88
4	96
5	104
6	112
7	120
8	128
9	136
10	144
11	152
12	160
13	168
14 and over	176

- C. Effect of Holiday(s) on Vacation Leave. In the event one or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave, but may be credited as a holiday.
- D. Effect of Leave of Absence on Accrual of Vacation Leave. The granting of any leave of absence without pay shall cause the accrual of vacation leave to cease. Upon return to the City, an employee shall resume his or her regular accrual of vacation leave. A leave of absence without pay shall not count towards years of service for the accrual of vacation leave.
- E. Compensation for City Work During Vacation Prohibited. No person shall be permitted to work for compensation for the City in any capacity during the time of his or her vacation leave from City service. This clause shall not limit the City's right to recall an employee from vacation leave in the event of an emergency and place him or her on regular pay status.
- F. Scheduling Vacations. The times during a calendar year at which an employee may take his or her vacation leave shall be determined by the Department Director, or the City Manager when the employee is a Department Director, with due regard for the wishes of the employee and particular regard for the needs of service.
- G. Annual Vacation Payoff. Employees may receive pay for up to 80 hours of vacation time during the calendar year provided they have used a minimum of 80 vacation hours during the previous calendar year. Employees not using a minimum of 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is approved by the City Manager.

- H. Vacation Payoff Upon Termination. Upon termination of employment, the employee shall be paid in a lump sum for all accumulated vacation leave time at the rate of pay in effect upon termination.

SECTION 7. Sick Leave.

- A. Accrual and Use of Sick Leave. Sick leave with pay shall accrue at the rate of eight (8) hours for each calendar month of service. Accumulation shall be unlimited. Pursuant to Government Code Section 21163, sick leave shall only be granted for non-industrial injury or illness and shall be allowed if: (1) actual non-industrial illness or disability makes it impossible for the employee to perform his or her normal work assignments; (2) because of the illness of the employee's spouse or dependent child who requires constant care and no other care is available and/or financially feasible except that of the employee; or (3) a prescheduled doctor, dental or optometry appointment which has been approved by their Department Director.
- B. Proof of Illness. In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor thirty (30) minutes prior to the time set for beginning his or her daily duties, or as may be specified by the employee's supervisor. The employee may be required to file a physician's certificate justifying the need for any absence. Proof of violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the City Manager the employee has abused such privileges. Employees on approved Family Medical Leave for intermittent illness or injuries shall not be required to show proof of illness for each instance of sick leave usage.
- C. Effect of Holidays on Sick Leave. Observed holidays occurring during sick leave shall not count as a day of sick time.
- D. Annual Sick Leave Payoff. An employee shall be allowed to accumulate sick leave from year to year. In December, upon the written request of the employee, the City shall compensate the employee for either (1) up to 25% of his or her current year's unused sick leave, or (2) up to twenty-four (24) hours of accumulated sick leave, provided that in either case a minimum of 480 hours remains in the employee's account.
- E. Regular Service Retirement Sick Leave Options. Upon a regular service retirement as defined by the Public Employees Retirement System, an employee may receive compensation for accumulated sick leave under either of the following two options:
1. A lump sum payment of 25% of the first 720 hours of accumulated sick leave and 50% of the hours between 720 and 1,040. There will be no compensation for any hours in excess of 1,040 under this option. Said

sum shall be based on the employee's salary rate being paid at the time of the employee's service retirement.

2. An exchange of all accumulated sick leave for service credit time in the Public Employees Retirement System.

An employee must choose option 1 or 2. An employee will not be allowed to do both.

- F. Family Member Illness. Each calendar year, an employee may use up to one-half (1/2) of annual sick leave accrual to attend to the illness of a parent, child, spouse or registered domestic partner of the employee.

SECTION 8. Bereavement Leave. Whenever an employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren) said employee shall be entitled to a leave of absence with pay for a period not to exceed twenty-four (24) working hours. Bereavement Leave in excess of twenty-four (24) working hours may be granted at the sole discretion of the City Manager for employees who must travel out of state to attend a funeral covered under this provision. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or illness to his or her Department Director. Such leave of absence shall not be allowed in any case where in the preceding six (6) calendar months a leave on the grounds of critical illness of that same relative has been granted. Bereavement leave shall not be charged against sick leave.

SECTION 9. Temporary Disability Leave.

- A. Industrial Related Disability. Employees shall be entitled to the benefits under this subsection only after the City has determined that the disability is industrial related. If an employee is injured on the job to such an extent that temporary industrially related disability leave is necessary, the employee's salary shall be continued at the full rate of pay for a period up to thirty (30) calendar days with no charge to sick leave. After thirty (30) calendar days, the employee may utilize accrued vacation leave, sick leave and compensatory time off to supplement the benefits received pursuant to worker's compensation laws to provide for full salary maintenance during the period of temporary industrially related disability.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the leave without pay.

- B. Non-Industrial Related Disability. Upon submission of a certificate from a licensed physician indicating that an employee shall be placed on temporary disability leave for a non-industrially-related disability, the employee shall be entitled to non-industrially related temporary disability leave. The employee utilizing non-industrially related temporary disability leave may utilize all accumulated sick leave, vacation leave and compensatory time off. When the employee is not using accumulated sick leave, vacation leave and compensatory time off, the absence will be on the basis of leave without pay.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the leave without pay.

SECTION 10. Employee Contracts. In order to be eligible for the benefits provided for under this Resolution and prior to receipt of such benefits, each non-represented employee must execute an employment agreement in a form approved by the City Council, City Manager and City Attorney prior.

SECTION 11. Labor Code Section 4850 Disability Benefits For Safety Service Personnel. Those employees in the positions of Chief of Police and Police Captain shall be provided with the applicable disability benefits provided under Labor Code section 4850.

SECTION 12. Parental Leave. The City Manager shall grant a female employee's request for a leave of absence without pay for the purposes of pregnancy, childbirth, or because of a disability caused by pregnancy or related complications, for a period not to exceed seven months. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

The City Manager shall grant the request of a male employee for a leave of absence without pay for a period not to exceed six months to care for his newborn child. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

The City Manager may grant an employee's request for a leave of absence without pay to care for a newly adopted child for a period not to exceed 6 months. The employee shall provide documentation to support the request for adoption leave. When the employee has notified the City Manager as to the period of the leave of absence

required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the Parental Leave.

Where permitted by law, leave granted under this Parental Leave Section shall run concurrently with leave as provided in the City of Los Alamitos' Family Care and Medical Leave Policy, and the pregnancy disability leave portions of the California Fair Employment and Housing Act.

SECTION 13. Jury Duty. Subject to the exception described below, the City shall compensate an employee on jury duty for up to forty (40) working hours within the calendar year. When called to jury duty, an employee, having provided at least five (5) working days written notice, shall be entitled to his or her regular compensation provided that said employee deposits his or her compensation fees for jury service with the Finance Officer. Employees released early from jury duty shall report to their Department Director for the duration of their shift. Employees shall be entitled to keep mileage reimbursement pay while on jury duty. Consideration for salary continuation in excess of forty (40) working hours shall be conditioned upon sufficient evidence being presented to the City Manager that the employee advised the Court of a forty (40) working hour limitation on salary continuation being provided by the City, requested dismissal from jury duty, and that the Court did not excuse the employee from jury service.

SECTION 14. Leave of Absence Without Pay. Any employee may be granted a personal leave of absence without pay for ninety (90) days or less with the approval of the City Manager. A request for a personal leave of absence exceeding ninety (90) days must also be approved by the City Manager.

- A. Authorization Procedure. Requests for leave of absence without pay shall be made upon forms prescribed by the City Manager. The employee shall state the reason for the request, the date when the absence is to begin, and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by the City Manager. The City Manager shall make his or her recommendation in writing and forward to the employee.
- B. Length of Leave and Extension. A leave of absence without pay may be made for a period not to exceed six (6) months. Provisions for granting an extension of up to six (6) months shall be the same as that in granting the original leave, provided that the extension request is made no later than fourteen (14) calendar days prior to the expiration of the original leave.
- C. Return From Leave. When an employee intends to return from an authorized leave of absence without pay, he or she shall contact the City Manager at least fourteen (14) calendar days prior to the day he or she plans to return.

- D. Leave Without Pay - Insurance Payments. An employee on leave without pay may continue his or her City insurance benefits by reimbursing the City for the cost of insurance on a monthly basis during the period of the leave. Failure to reimburse the City for such benefits during the term of the leave of absence will result in the employee's coverage terminating on the last day of the month in which the last payment was received.
- E. Leave Without Pay - Other Benefits. When leave of absence without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the leave without pay.
- F. Family Medical Leave – Insurance Payments. The City will continue to make insurance contributions on behalf of employees on approved Family Medical Leave for a maximum of twelve (12) weeks. Employees on approved Family Medical Leave will continue to be responsible for their out-of-pocket contribution toward insurance costs.

SECTION 15. Holidays.

- A. Authorized Holidays. Employees shall be entitled to the following holidays with pay each calendar year as well as other such days as may be designated by action of the City Council:
- January 1 (New Years Day)
 - The third Monday in January (King's Birthday)
 - The third Monday in February (President's Day)
 - The last Monday in May (Memorial Day)
 - July 4 (Independence Day)
 - The first Monday in September (Labor Day)
 - November 11 (Veterans Day)
 - The fourth Thursday in November (Thanksgiving Day)
 - The Friday after Thanksgiving Day
 - December 24 (Christmas Eve)
 - December 25 (Christmas)
 - Eighteen (18) hours of floating holiday time to be used by the employee with City Manager approval during the calendar year (January 1 - December 31).

No employee shall accumulate more than eighteen (18) hours of floating holiday. On January 1 of each year, each employee will receive only that number of floating holiday hours that is necessary to bring the accumulated total to eighteen (18) hours.

For employees working a 9/80 schedule, all regular holidays shall be nine (9) hours for holidays falling on Monday through Thursday and eight (8) hours for

holidays falling on Friday. For employees working a schedule of five 8-hour days, all regular holidays shall be eight (8) hours.

- B. Floating Holidays for New Employees. At the time of hire, new employees shall receive the following floating holiday hours based upon their date of hire:

Date of Hire	9/80	Regular
January 1 – March 31	18	16
April 1 – June 30	14	12
July 1 – September 30	10	8
October 1 – December 31	0	0

- C. Procedure if Holiday Falls on Saturday or Sunday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- D. Non-Management Employees Required to Work on Holiday. Any Non-Management employee who shall be required to work on any holiday which he or she is entitled to take off under the above provisions shall receive compensation at overtime pay for the actual hours worked, and receive eight (8) hours of holiday pay, or equivalent time off, as determined by the City Manager.

SECTION 16. Administrative Leave. Exempt employees may receive a maximum of forty (40) hours of Administrative Leave annually. Employees shall not accrue more than forty (40) hours of Administrative Leave, and shall not receive compensation for accrued Administrative Leave upon termination of employment. Administrative Leave accrual shall be prorated for exempt employees hired after the first full pay period in January.

SECTION 17. Exempt Employees. All non-represented employees are exempt and therefore not entitled to receive overtime compensation in accordance with the provisions of the Fair Labor Standards Act.

SECTION 18. Monthly Insurance Contribution.

Effective during the first pay period following the approval of this Resolution by the City Council, the City shall contribute up to one thousand one hundred dollars (\$1,100.00) per month toward the payment of premiums for affected employees and dependents under the existing health, dental, and optical insurance programs.

Any contribution necessary to maintain benefits under any insurance program in excess of the monthly City contribution shall be borne entirely by the employee.

Any employee who can certify that he/she is insured under another health plan, which has equal or better coverage than the City's plan, may elect to receive \$500.00 per month in lieu of participation in the City's health program. Any employee who can certify that he/she is also insured under other dental and vision plans having equal or better coverage than the City's plans, may elect to receive an additional \$200.00 per month in lieu of participation in the City's dental and vision programs, for a total of \$700.00 per month of compensation in lieu of health, dental and vision insurance plan participation.

SECTION 19. Dental Plan. The City agrees to make available a dental plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's monthly medical insurance contribution towards the premium payment of the dental plan. Any additional cost in excess of the City's monthly medical insurance contribution shall be borne by the employee

SECTION 20. Optical Plan. The City agrees to make available an optical plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's medical insurance contribution towards the premium payment of the optical plan. Any additional cost in excess of the City's medical contribution shall be borne by the employee.

SECTION 21. Term Life Insurance.

- A. Confidential Employees. After sixty (60) days on the payroll, the City will provide each employee with term life insurance and accidental life and dismemberment policies. The amount of coverage will be based on one and one-half times the annual salary up to a maximum of \$50,000.
- B. Executive Management Employees and Middle Management Employees. After sixty (60) days on the payroll, the City will provide each Executive Management Employee and Middle Management with term life insurance and accidental life and dismemberment policies. The amount of coverage will be based on the employee's annual salary, rounded up to the nearest \$1,000.

SECTION 22. Long Term Disability. After sixty (60) days on the payroll, the City shall continue to pay for long-term disability coverage based on two-thirds of the monthly salary to a maximum benefit of \$2,000 per month. Participation in this plan is mandatory.

SECTION 23. Physical Examination.

- A. All Employees Other Than Executive Management Employees. The City agrees to pay a licensed physician/clinic selected by the City the fee not to exceed \$370 for a physical examination. Frequency of the examination shall be in accordance with the following schedule:

<u>Age</u>	<u>Frequency</u>
To 30	Once every 4 years
31 – 39	Once every 3 years
40 - 49	Once every 2 years
50 and over	Once per year

Before undergoing a physical examination, the employee must make a written request to the City Manager for approval.

- B. Executive Management Employees. The City agrees to pay a licensed physician/clinic selected by the employee the fee not to exceed \$400 for an annual physical examination. Before undergoing a physical examination, the employee must make a written request to the City Manager for approval.

SECTION 24. Retirees Medical Insurance.

- A. PERS Medical Retirement Contribution. The City shall contribute an amount in accordance with the City's contractual obligation with PERS to the medical insurance premium cost for each retiring employee and their spouse.
- B. Supplemental Benefits. Unless otherwise provided in the City Manager's discretion in an employee's employment contract with the City dated on or before September 6, 2005, in which case the City Manager may provide Pre-August 1, 1994 benefits to an employee hired after August 1, 1994, the City shall provide additional contributions to eligible employees, depending upon the employee's date of hire, as described in subsections 1 and 2 below. After September 6, 2005, the City Manager shall not have such discretion.
 1. Employees Hired Before August 1, 1994. Those employees hired before August 1, 1994, who retire from the City with at least ten (10) years of continuous service and have reached the age of fifty (50) may be eligible for supplemental health care benefits effective on the date of retirement.
 2. Employees Hired On Or After August 1, 1994. Those employees hired after August 1, 1994, who retire from the City with at least fifteen (15) years of continuous service and have reached the age of fifty-five (55) may be eligible for supplemental health care benefits effective on the date of retirement.

The City shall contribute a portion of the out-of-pocket premium cost for each such employee and their spouse up to the maximum amount then being contributed, and subject to the same conditions and plans provided, to the active employees pursuant to Section 18 above.

The benefits hereunder shall be available to each employee and their spouse upon a regular service retirement as defined by PERS law. The City's contribution toward employee or spousal coverage shall continue while either the

employee or spouse is alive, but shall terminate at age sixty-five (65) when the employee or spouse becomes eligible for Medicare, MediCal or other public supported health insurance. In no event will the City contribute toward the medical insurance any longer than for the number of years equal to the number of years of the employee's service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City's dental, optical and life insurance policies at their expense. Failure to reimburse the City within thirty (30) days will result in the termination of this coverage.

- C. Minimum Retiree Medical Contribution. Employees who retire from City services shall, at a minimum, be provided the retiree health stipend required by PERS law. For 2008, the minimum contribution amount is ninety-seven dollars (\$97) per month. Commencing January 1, 2009, the employer contribution shall be adjusted annually by the board to reflect any change in the medical care component of the Consumer Price Index and shall be rounded to the nearest dollar.

SECTION 25. Retirement. Employees qualify for minimum retirement benefits after they attain five (5) years of service and fifty (50) years of age. Retirement benefits will be based on the highest twelve months salary as well as employee age and length of service.

- A. Safety Service Employees. The City will provide the three percent (3%) at 50 PERS Plan for sworn safety service personnel.
- B. All Other Employees. Retirement benefits for non-safety service employees will be provided under the 2.7% at 55 Plan of PERS, the Level 4 of the 1959 Survivor Benefits, and the Pre-Retirement Option 2 Death Benefit. Retirement benefits will be based on the highest twelve-months' salary as well as the employee's age and length of service.
- C. Employer Share Contribution. The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Resolution at the applicable retirement benefit level (3.0% at 50 for sworn safety service employees and 2.7% at 55 for all other employees). At no time during this agreement will the employee be responsible for any part of the Employer's contribution to the Public Employees Retirement System.
- D. Employee Share Contribution. The City in past years has also paid the full employee share of the CalPERS retirement contribution as Employer Paid Member Contribution ("EPMC"). Effective upon City Council approval of this Resolution the City shall not pay the full employee's share as EPMC but rather the employees will be responsible to pay the employee's share in the amount of 8%.

SECTION 26. Mileage Reimbursement And Car Allowance.

- A. Executive Management Employees. Executive Management employees shall be given the choice of receiving either (1) a car allowance as provided below, or (2) the use of a City vehicle for business purposes and mileage reimbursement as provided below. Executive Management employees may choose only one of these two options.

If an Executive Management employee chooses a car allowance, the City shall provide a car allowance of \$300.00 per month. All employees provided with a car allowance hereunder must provide proof of automobile insurance, and are precluded from receiving mileage reimbursement.

If an Executive Management Employee chooses to use City vehicles for business purposes, such employee shall also be entitled to mileage reimbursement when the employee utilizes his or her own vehicle for City business. Upon the submittal of a reimbursement form with their Department Director approval, the employee shall be reimbursed at the rate allowed by the Internal Revenue Service.

- B. Police Chief & Captain. The Police Chief and Police Captain shall be provided with a City vehicle for personal and business use within the State of California. The City shall provide insurance and maintenance of the vehicle.
- C. Return of City Vehicles. Any employee receiving the use of a City vehicle shall return the vehicle upon separation from employment or if the employee is absent from active duty service for more than thirty (30) days.

SECTION 27. Education Reimbursement. All Middle Management and Confidential employees are eligible for reimbursement by the City for tuition in connection with educational endeavors. Tuition reimbursement shall not exceed the per unit cost charged by the California State University System. The per unit cost shall be based on three (3) units if one (1) class is taken during a quarter or semester, or based on six (6) units if more than one (1) class is taken during a quarter or semester. Only those courses, which have a bearing on the employee's position with the City, will be considered by the City Manager for reimbursement.

In order to be reimbursed, an employee must submit a request for reimbursement to his or her Department Director for recommendation to the City Manager. The request must be in writing and include the name of the school, the course title, the cost of enrollment, and the reasons why the course is beneficial to the employee and City. The request will then be forwarded to the City Manager for final approval or disapproval.

The employee will pay for all costs for the approved course. In order to be reimbursed, an employee must submit proof of successful completion of the course. In graded

courses, a letter grade of C or better is required; in a pass/fail course, a pass is required; and in a credit/no credit course, a credit is required.

An employee must also submit receipts for tuition expense. This will then be processed through the Administrative Services Department.

SECTION 28. Not Used

SECTION 29. Attendance. Employees shall be in attendance at their work station in accordance with the rules regarding hours of work, holidays, and leaves stated in this Resolution, the employee's employment contract, the employee's job description or as otherwise directed by the City. All departments shall keep daily attendance records of employees, which shall be reported to the Administrative Services Director in the form and on the dates specified.

Failure on the part of an employee, who is absent without authorization or permission, to return to duty within twenty-four (24) hours after a due notice to return to duty has been issued through a registered letter, shall constitute resignation from City employment by the employee.

SECTION 30. Construction.

- A. Nothing in this Resolution shall be construed to deny any person or employee the rights granted by Federal and State laws and the City Charter provisions.
- B. The rights, powers and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Resolution.
- C. To the extent that this Resolution conflicts in any way with the Personnel Rules of the City of Los Alamitos, the provisions of this Resolution shall take precedence and shall control.

SECTION 31. Professional Organizations. Participation in professional organizations, appointive boards and committees, and voluntary programs by employees is encouraged, provided that this participation is consistent with the responsibilities of the employee and the goals and priorities set by the City Council and/or City Manager. Employees shall inform their appropriate supervisor and obtain authorization to participate, if necessary, prior to commencement of any such activities. In accordance with City Policy, the City will provide membership fees to such organizations, reimburse expenses necessary to retain professional licenses, reimburse reasonable conference fees, and travel and subsistence expenses incurred in an employee's professional and official travel, meetings, and conferences; provided, however, that such reimbursements and expenses shall be within the scope of the City's annual budget and within the City's discretion. The City Manager shall have the discretion to determine authorized organizations and reimbursable expenses for employees, provided such determinations are consistent with this provisions and applicable City policy.

SECTION 32. Not Used

SECTION 33. Severability. If any provision of this Resolution, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 34. Notices. Any notices to be given under this Resolution shall be given shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid. Mailed notices shall be addressed to the City of Los Alamitos at 3191 Katella Avenue, Los Alamitos, California, 90720; and shall be addressed to employees at the address the employee provides to the Personnel Officer.

Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date the notice is postmarked.

SECTION 35. Repeal of Resolution No. 2009-12. Resolution No. 2009-12 is hereby repealed in its entirety.

SECTION 36. Certification. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of January, 2013.

Warren Kusumoto, Mayor

ATTEST:

Angie Avery, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LOS ALAMITOS)

I, Angie Avery, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a Special meeting of the City Council held on the 7th day of January, 2013 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Angie Avery, City Clerk

**CITY OF LOS ALAMITOS NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
Effective January 7, 2013**

EXHIBIT A1

CLASS CODE	CLASSIFICATION TITLE	RANGE NO.	EMPLOYMENT CATGY./FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
310	Benefits Coordinator/Executive Asst.	322	C - E	HOURLY	32.91	34.56	36.29	38.10	40.00
				BI-WEEKLY	2,633	2,765	2,903	3,048	3,200
				MONTHLY	5,704	5,990	6,290	6,604	6,933
				ANNUAL	68,453	71,885	75,483	79,248	83,200
320	Deputy City Clerk	332	C - E	HOURLY	30.21	31.72	33.31	34.98	36.73
				BI-WEEKLY	2,417	2,538	2,665	2,798	2,938
				MONTHLY	5,236	5,498	5,774	6,063	6,367
				ANNUAL	62,837	65,978	69,285	72,758	76,398
330	Assistant to the City Manager	333	C - E	HOURLY	37.30	39.17	41.13	43.19	45.35
				BI-WEEKLY	2,984	3,134	3,290	3,455	3,628
				MONTHLY	6,465	6,789	7,129	7,486	7,861
				ANNUAL	77,584	81,474	85,550	89,835	94,328
350	Community Services Manager	350	MM - E	HOURLY	37.45	39.32	41.29	43.35	45.52
360	Public Services Superintendent	350	MM - E	BI-WEEKLY	2,996	3,146	3,303	3,468	3,642
				MONTHLY	6,491	6,815	7,157	7,514	7,890
				ANNUAL	77,896	81,786	85,883	90,168	94,682
380	Support Services Manager	369	MM - E	HOURLY	45.35	47.62	50.00	52.50	55.13
				BI-WEEKLY	3,628	3,810	4,000	4,200	4,410
				MONTHLY	7,861	8,254	8,667	9,100	9,556
				ANNUAL	94,328	99,050	104,000	109,200	114,670
390	Police Captain	395	MM - E	HOURLY	56.16	58.97	61.92	65.02	68.27
				BI-WEEKLY	4,493	4,718	4,954	5,202	5,462
				MONTHLY	9,734	10,221	10,733	11,270	11,833
				ANNUAL	116,813	122,658	128,794	135,242	142,002

Employment Category

A = At Will
C = Confidential
MM = Mid-Management

Fair Labor Standards Act Classification

NE = Non Exempt from overtime
E = Exempt from overtime

**LOS ALAMITOS EXECUTIVE MANAGEMENT
SALARY SCHEDULE
Effective January 7, 2013**

EXHIBIT A2

CLASS CODE	CLASSIFICATION TITLE	RANGE NO.	EMPLOYMENT CATGY./FLSA						
				STEP A	STEP B	STEP C	STEP D	STEP E	
370	City Clerk	357	A - E	HOURLY	38.16	40.07	42.07	44.17	46.38
				BI-WEEKLY	3,053	3,206	3,366	3,534	3,710
				MONTHLY	6,614	6,945	7,292	7,656	8,039
				ANNUAL	79,373	83,346	87,506	91,874	96,470
400	Administrative Services Director	E1	A - E	HOURLY	51.66	56.82	61.99	66.46	72.31
405	Finance Director	E1	A - E	BI-WEEKLY	4,133	4,546	4,959	5,317	5,785
410	Community Development Director	E1	A - E	MONTHLY	8,954	9,849	10,745	11,520	12,534
420	Public Works Director	E1	A - E	ANNUAL	107,453	118,186	128,939	138,237	150,405
430	Recreation & Community Services Director	E1	A - E						
440	Police Chief	E2	A - E	HOURLY	59.55	65.50	71.45	81.22	83.36
				BI-WEEKLY	4,764	5,240	5,716	6,498	6,669
				MONTHLY	10,322	11,353	12,385	14,078	14,449
				ANNUAL	123,864	136,240	148,616	168,938	173,389
450	Assistant City Manager	E3	A - E	HOURLY	63.85	70.24	76.63	83.01	89.39
				BI-WEEKLY	5,108	5,619	6,130	6,641	7,151
				MONTHLY	11,067	12,175	13,283	14,388	15,494
				ANNUAL	132,808	146,099	159,390	172,661	185,931
500	City Manager	E4	A - E	HOURLY	66.16	72.78	79.40	86.00	92.62
				BI-WEEKLY	5,293	5,822	6,352	6,880	7,410
				MONTHLY	11,468	12,615	13,763	14,907	16,054
				ANNUAL	137,613	151,382	165,152	178,880	192,650

Employment Category

A = At Will

Fair Labor Standards Act Classification

E = Exempt from overtime

CITY OF LOS ALAMITOS

EMPLOYMENT AGREEMENT

FOR

NON-REPRESENTED EMPLOYEE

(EXECUTIVE MANAGEMENT)

1. PARTIES AND DATE.

This Agreement (hereinafter referred to as the "Agreement") is made and entered into this ___ day of January, 2013 by and between the CITY OF LOS ALAMITOS, a municipal corporation (hereinafter referred to as "City") and _____ (hereinafter referred to as "Employee"), in order to provide in writing the terms and conditions of employment for _____ services. City and Employee are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City.

City desires to employ the services of Employee as _____ for the City of Los Alamitos, and Employee desires to accept employment as _____. It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment, and to set working conditions for Employee.

3. TERMS.

3.1 Duties.

3.1.1 Designated Duties. City hereby agrees to employ Employee as _____ of City to perform the functions and duties in accordance with applicable state law, the City's Charter and Municipal Code, as well as the approved City job description for the position. Employee shall also perform other legally permissible and proper duties and functions as the City Manager shall from time-to-time assign.

3.1.2 Control and Supervision. Employee shall serve at the will and pleasure of the City Manager, and will be under the day-to-day supervision and direction of the City Manager.

3.1.3 City Council Meetings. Employee shall attend all City Council meetings, unless excused or directed otherwise.

3.1.4 Moonlighting. Employee will focus his/her professional time, ability, and attention on City business during the term of this Agreement. To the extent consistent with applicable law, Employee shall not engage in any other business duties or pursuits whatsoever

or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the City Council, except that:

(1) The expenditure of reasonable amounts of time not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement or create conflicts of interest.

3.1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his/her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee. Such materials shall not, without the prior written consent of the City Manager, be used by Employee for any purposes other than the performance of his/her duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

3.2 Term; Termination; Severance Pay.

3.2.1 Term. This Agreement shall become effective on January 1, 2013 ("Effective Date"), and shall continue for thirty-six (36) months thereafter through January 1, 2016.

3.2.2 Termination. The Parties understand and agree that the employment relationship created by this Agreement is "at-will" and that the Employee shall serve at the will and pleasure of the City Manager, and may be terminated at any time, without notice and with or without cause, but subject to the terms of this Agreement. Nothing in this Agreement, any statute, ordinance, or rule, shall prevent, limit or otherwise interfere with the right of the City Manager to terminate, without cause or right of appeal or grievance, except for those rights set forth in Section 3.2.6 below, the services of the Employee at any time during the Term of this Agreement. Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his/her employment.

3.2.3 Automatic Termination. This Agreement, and Employee's employment, shall automatically terminate and Employee shall not be entitled to any severance payment, except for compensation for accrued and unused vacation and administrative leave, upon the happening of any of the following events:

Agreement.

- (1) Upon mutual agreement in writing by both Parties to terminate this

- (2) Upon resignation by Employee.

- (3) Upon the death of Employee.

- (4) When Employee has been unable to perform all or substantially all of the essential functions of his/her position, with or without reasonable accommodation, due to illness or other disability for a period of three (3) months, provided, however, whenever required by applicable law, Employee shall be entitled to use accrued but unused sick leave before this three (3) month period begins to run.

- (5) Upon the natural expiration of the Term of this Agreement, as provided for herein.

3.2.4 Termination Without Cause; Severance. This Agreement, and Employee's employment, may be terminated without prior notice at any time, with or without cause, by the City Manager. In the event Employee is terminated without cause at such time as Employee is willing and able to perform his/her duties under this Agreement, other than under an Automatic Termination instance as provided for in Section 3.2.3, the City agrees to pay Employee a severance payment equal to the lesser of: (1) three (3) months base salary (as described in Section 3.3 below); or (2) the unexpired Term of this Agreement (as described in Section 3.2.1 above) ("Severance Payment"). The Severance Payment shall be Employee's sole remedy for a termination without cause. The Severance Payment shall be paid in one lump sum on the effective date of termination. Upon termination, with or without cause, Employee shall also be entitled to compensation for accrued and unused vacation and administrative leave pursuant to City policy.

3.2.5 Notice for Resignation. In the event Employee voluntarily resigns his/her position with City, then Employee shall give City three (3) weeks notice in advance, unless the Parties otherwise agree. Upon voluntary resignation, Employee shall be entitled to accrued vacation and administrative leave benefits, but not to the Severance Payment described in Section 3.2.4 above.

3.2.6 Termination for Cause; Procedure. Except as provided in Subsection (6) below, in the event Employee is terminated for cause, City shall have no obligation to pay the Severance Payment described in Section 3.2.4 above. The following procedures shall apply to any termination for cause:

- (1) At least thirty (30) calendar days before the effective date of any termination for cause, the City shall deliver to Employee a written specification of the charges or other reasons upon which "cause" is alleged, as well as the specific effective date of termination. After furnishing Employee with written notice of his/her intended termination for cause and without the need to wait for the thirty (30) day appeal/hearing period discussed below to expire, the City Manager may suspend him/her from duty, but his/her base salary shall continue for

thirty (30) days from the effective date of suspension, regardless of the effective date of termination.

(2) Employee shall then have seven (7) calendar days from notice of termination to challenge such termination for cause by delivery of a written response to such specifications. Within such seven (7) day period, Employee may also demand a hearing upon the specifications. Failure to submit a written response or demand a hearing within the seven (7) calendar day period shall constitute a waiver of such right, and the City Manager's determination shall be final.

(3) If a hearing is demanded, such hearing shall be held before the City Manager, unless the Parties agree to an alternative procedure or alternative hearing body or officer. No hearing shall be held in public unless requested by Employee. Regardless of the date issued, the decision of the City Manager or other hearing body or officer shall be binding, final as of the effective date of termination provided for in the notice under Subsection (1) above, and without right of further appeal.

(4) The issues to be determined in the hearing shall be whether the specification(s) alleged constitute "cause" pursuant to this Agreement and whether the specifications are supported by a preponderance of the evidence.

(5) The Parties acknowledge that a requested hearing for cause shall be held at the earliest possible date, and to that extent, they shall cooperate in selecting a date for the hearing which shall be no later than sixty (60) days following the City's notice of termination for cause.

(6) In the event the City Manager or other hearing body or officer concludes in favor of Employee that no cause exists, Employee shall be entitled only to the appropriate amount of severance pay and benefits as he/she would have received if terminated without cause pursuant to Section 3.2.4 above. Employee shall not have any reinstatement rights.

(7) If a written response is submitted, but no hearing is demanded, the City Manager shall review his/her decision based upon Employee's written response. However, any determination by the City Manager after reviewing such written response (where no hearing has been demanded) shall be final and without right of appeal.

3.3 Salary.

City shall compensate Employee at an annual base salary equal to Step ___ of Range ___ of the Resolution 2013-02 Regarding Salary and Benefits for Non-Represented Employees ("Salary and Benefits Resolution"). The salary shall be payable bi-weekly at the same time as other employees of City are paid, and may be modified from time-to-time by the City Manager pursuant to the Salary and Benefits Resolution.

3.4 Fringe Benefits.

Except as otherwise set forth herein, Employee shall be entitled to those benefits, including holidays, bereavement, temporary disability, jury duty, vacation, sick leave, disability, health and life insurance, and retirement, provided for Executive Management employees in the Salary and Benefit Resolution.

3.5 Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

CITY: City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720
ATTN: City Manager

EMPLOYEE:

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

3.7 General Provisions.

3.7.1 Entire Agreement. The text herein shall constitute the entire agreement between the Parties.

3.7.2 Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

3.7.3 Salary and Benefit Resolution for Non-Represented Employees. The terms and provisions of the Salary and Benefits Resolution, as it now exists on the Effective Date of this Agreement, shall be applicable to Employee only to the extent not inconsistent with this Agreement, and this Agreement therefore shall take precedence over the Salary and Benefits Resolution with respect to any inconsistencies in its interpretation or enforcement.

3.7.4 Bonding. If applicable, the City shall bear the full cost of any fidelity or other bonds required of Employee in the performance of his/her duties as _____.

3.7.5 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

3.7.6 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

3.7.7 Assignment. Neither this Agreement, nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him/her without the prior written consent of the City Manager. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City Manager, be null and void and may be considered a material breach of this Agreement.

3.7.8 Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Orange County, California.

3.7.9 No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

3.7.10 Assistance of Counsel. Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

[SIGNATURES ON NEXT PAGE]

CITY OF LOS ALAMITOS

By: _____
Angie Avery, City Manager

Attest: _____
_____, City Clerk

EMPLOYEE

By: _____

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

CITY OF LOS ALAMITOS
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(MIDDLE MANAGEMENT AND CONFIDENTIAL EMPLOYEES)

1. PARTIES AND DATE.

This Agreement (hereinafter referred to as the "Agreement") is made and entered into this ___ day of January, 2013 by and between the CITY OF LOS ALAMITOS, a municipal corporation (hereinafter referred to as "City") and _____ (hereinafter referred to as "Employee"), in order to provide in writing the terms and conditions of employment for _____ services. City and Employee are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City.

City desires to employ the services of Employee as _____ for the City of Los Alamitos, and Employee desires to accept employment as _____. It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment, and to set working conditions for Employee.

3. TERMS.

3.1 Duties.

3.1.1 Designated Duties. City hereby agrees to employ Employee as _____ of City to perform the functions and duties in accordance with applicable state law, the City's Charter and Municipal Code, as well as the approved City job description for the position. Employee shall also perform other legally permissible and proper duties and functions as Employee's supervisor or superiors shall from time-to-time assign.

3.1.2 Control and Supervision. Employee shall serve at the will and pleasure of the City, and will be under the day-to-day supervision and direction of the [Director of _____/City Manager/City Council].

3.1.3 City Council Meetings. Employee shall attend all City Council meetings, unless excused or directed otherwise.

3.1.4 Moonlighting. Employee will focus his/her professional time, ability, and attention on City business during the term of this Agreement. To the extent consistent with applicable law, Employee shall not engage in any other business duties or pursuits whatsoever

or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the City Council, except that:

(1) The expenditure of reasonable amounts of time not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement or create conflicts of interest.

3.1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his/her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee. Such materials shall not, without the prior written consent of the City Manager, be used by Employee for any purposes other than the performance of his/her duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

3.2 Termination, Transfer and Discipline.

3.2.1 Applicability of Personnel Rules. Except as otherwise provided in this Agreement, termination, transfer and discipline shall be governed by the Personnel Rules applicable to employees in the competitive service.

3.2.2 Automatic Termination. This Agreement, and Employee's employment, shall automatically terminate and Employee shall not be entitled to any severance payment, except for compensation for accrued and unused vacation and administrative leave, upon the happening of any of the following events:

(1) Upon mutual agreement in writing by both Parties to terminate this Agreement.

(2) Upon resignation by Employee.

(3) Upon the death of Employee.

(4) When Employee has been unable to perform all or substantially all of the essential functions of his/her position, with or without reasonable accommodation, due to illness or other disability for a period of three (3) months, provided, however, whenever required

3.7.1 Entire Agreement. The text herein shall constitute the entire agreement between the Parties.

3.7.2 Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

3.7.3 Salary and Benefit Resolution for Non-Represented Employees. The terms and provisions of the Salary and Benefits Resolution, as it now exists on the Effective Date of this Agreement, shall be applicable to Employee only to the extent not inconsistent with this Agreement, and this Agreement therefore shall take precedence over the Salary and Benefits Resolution with respect to any inconsistencies in its interpretation or enforcement.

3.7.4 Bonding. If applicable, the City shall bear the full cost of any fidelity or other bonds required of Employee in the performance of his/her duties as _____.

3.7.5 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

3.7.6 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

3.7.7 Assignment. Neither this Agreement, nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him/her without the prior written consent of the City Manager. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City Manager, be null and void and may be considered a material breach of this Agreement.

3.7.8 Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Orange County, California.

3.7.9 No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

3.7.10 Assistance of Counsel. Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

[SIGNATURES ON NEXT PAGE]

CITY OF LOS ALAMITOS

By: _____
Angie Avery, City Manager

Attest: _____
_____, City Clerk

EMPLOYEE

By: _____

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

CITY OF LOS ALAMITOS

Job Description

BENEFITS COORDINATOR/EXECUTIVE ASSISTANT

THE POSITION

Under the supervision of the City Manager, the Benefits Coordinator/Executive Assistant to the City Manager performs a variety of highly responsible and confidential secretarial and administrative duties for the City Manager; facilitates all job recruitments; coordinates employee benefits; assists in maintaining proper flow of information and communications between the City Manager and Department Directors, City Council and the public; assists in the coordination of various functions of the City Clerk; coordinates meetings and functions; and assumes and performs related responsibilities and duties as required.

ESSENTIAL JOB FUNCTIONS

Essential job functions may include but are not limited to the following:

- Coordinates all recruitments, benefits, evaluations and pre-employment processes;
- Serves as a liaison between CalPERS and covered employees;
- Distributes and processes health plan change forms;
- Provides a variety of assistance to personnel for departmental projects/activities;
- Conducts new employee orientation and insurance enrollment;
- Performs exit-processing services for terminating and retiring employees;
- Processes employee benefit applications and requests for disability leave, FMLA, COBRA, over-aged dependents' coverage, retirement death and other special situations;
- Coordinates and executes open enrollment for benefits including design and preparation of benefit materials and literature;
- Facilitates recruitment by developing job bulletins and coordinating the advertisement and announcement of job openings;

Assists in developing, administering and ensuring a consistent applicant selection process including conducting examinations, grading tests and preparing eligibility lists;

Conducts studies, analysis and research on a broad range of personnel assignments including salary and benefit surveys;

Prepares and processes forms, including flexible benefit updates, insurance forms, benefit information packets, COBRA letters, memos and correspondence;

Provides responsible, complex and confidential secretarial support to the City Manager;

Types and proofreads a wide variety of complex and confidential reports, letters, and memoranda;

Independently prepares correspondence;

Takes and transcribes dictation;

Maintains confidential records including personnel files;

Maintains daily calendar for City Manager's schedules, meetings and appointments;

Organizes the flow of communication, paperwork, and activity through the City Manager's Office, including Department Directors, elected officials and the public; and,

Operates a variety of office equipment including a copier, facsimile machine and computer.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of the principals of office organization, administration and management; knowledge of principles, practices, procedures, and methods of public personnel administration; knowledge of maintaining comprehensive classification and compensation plans; ability to maintain confidentiality and employee privacy in personnel matters, ability to prepare job announcements and advertisements; knowledge of practices used in performance evaluations; knowledge of employment background and screening processes; testing methods and procedures; and COBRA procedures and enrollment; ability to conduct employee orientations and explanation of employee benefits; ability to prepare and distribute employee manuals; knowledge of CalPERS laws and ability to interpret the laws for employees, knowledge of English, grammar, spelling and letter writing; ability to interpret and apply City policies, procedures, laws and regulations; ability to act independently and resourcefully; ability to maintain effective and

cooperative work relationships with employees; ability to type 60 wpm; ability to take dictation at 100 wpm is highly desirable; ability to operate all types of office equipment including a computer; and ability to work cooperatively and professionally with other employees and the general public.

DESIRABLE EXPERIENCE AND TRAINING

Graduation from high school, or equivalent, supplemented by business courses or training seminars in responsible secretarial practices and procedures; and at least six (6) years of extensive experience in progressively responsible secretarial, benefits administration and administrative work, which may include supervisory responsibilities.

City of Los Alamitos

Job Description

SUPPORT SERVICES MANAGER – POLICE DEPARTMENT (NON-SWORN)

POSITION

The Support Services Manager in the Police Department is a civilian position reporting to the Chief of Police. The Support Services Manager performs a variety of administrative activities in the Police Department, including the preparation and monitoring of the department budget, supervision of the City's disaster preparedness program, preparation of grant applications, supervision of the department's capital improvement projects; supervision of the Police Department's outreach program, supervision of the police records function, oversight of the City's animal control services contract, administration of the City's information technology program, and any other duties as assigned by the Chief of Police or City Manager. The Support Services Manager is a middle management position and is exempt from overtime provisions under the Fair Labor and Standards Act.

ESSENTIAL JOB FUNCTIONS

The Support Services Manager is required to perform the following essential job functions for the Police Department:

Preparation and administration of the Police Department budget;

Supervision and management of civilian positions within the Police Department;

Management and supervision of the City's disaster preparedness plan and coordination of disaster planning with surrounding communities;

Preparation and administration of state and federal grants such as a multi-city traffic grant through the State of California and federal grants through the Department of Justice;

Supervision of the Police Records function; supervision of the property and evidence function;

Management and supervision of the Police Department's payroll and purchasing functions;

Management of the department's capital improvement projects;

Preparation of complex financial and statistical analytical studies; and,

Preparation of ordinances, resolutions, staff reports, and other City Council related documents.

The Support Services Manager is required to perform the following essential job functions for the City:

Oversight of the City's Animal Control contract;

Management of the City's coyote mitigation strategies;

Administration of the contract for citywide information technology/support;

Ensures compliance with information technology service standards and quality of work;

Prepares and administers annual budget for the Information Technology program;

Oversees financial transactions related to City contracts and purchases of computer hardware;

Participates in related long-range planning; identifies organizational technology needs; and,

Recommends potential solutions and funding for technology implementation.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

General knowledge of the following: Principles, practices and procedures of public administration and management, including methods of statistical analysis; municipal budget and financial procedures; emergency disaster preparedness planning; effective analytical and writing skills; Public Records Act; and, responsive public relations. Ability to: establish and maintain effective working relationships with department personnel, City staff, City Council, and other governmental agencies; communicate clearly and effectively both orally and in writing, including public speaking skills before large and small groups; supervise, plan and coordinate the work of others; operate and use a personal computer and spreadsheet and word processing software.

DESIRABLE EXPERIENCE AND TRAINING

Three to five years of increasingly responsible experience in municipal government, preferably with previous administrative work in a municipal or county government environment. Graduation from an accredited college or university with major course work in Public Administration, Business Administration, or Criminal Justice, or related field. A Master's Degree is desired.

City of Los Alamitos

Agenda Report Consent Calendar

January 7, 2013
Item No: 4B

To: Mayor Kusumoto & Members of the City Council
From: Angie Avery, City Manager
Subject: Approval of Employment Agreement and Appointment of City Clerk

Summary: This staff report will authorize the City Council to appoint Windmera (Windy) Quintanar, Certified Municipal Clerk (CMC), as City Clerk of the City of Los Alamitos. Approval of the Employment Agreement and adoption of the Resolution will confirm her appointment.

Recommendation:

1. Approve the Employment Agreement with Windmera Quintanar; and,
2. Adopt Resolution No. 2013-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CA APPOINTING WINDMERA QUINTANAR AS CITY CLERK OF THE CITY OF LOS ALAMITOS, CA AND REPEALING RESOLUTION NO. 2011-26 IN ITS ENTIRETY".

Background

In August 2011, Adria Jimenez accepted employment with another agency and resigned from her position of City Clerk. Windmera Quintanar assumed the day to day operations of the City Clerk's Office. The past practice of the City has been to appoint the City Manager as the City Clerk until such time as a new City Clerk can be appointed.

On December 19, 2011, the City Council adopted Resolution No. 2011-26 appointing the City Manager as the City Clerk and on February 6, 2012, the City Council appointed Kathie Mendoza as the Interim Deputy City Clerk to assist Ms. Quintanar in the November 6, 2012 Election.

Discussion

For the past 17 months, Ms. Quintanar has assumed the responsibilities and duties of both the City Clerk and the Planning Department Secretary, with the assistance of the Interim Deputy City Clerk. During that time, Ms. Quintanar has demonstrated the

knowledge and abilities necessary to assume the position of City Clerk of the City of Los Alamitos. Both the City Manager and the Interim Deputy City Clerk have been impressed and pleased with Ms. Quintanar's performance of the day-to-day operations of the City Clerk's Office. In addition, Ms. Quintanar has completed the training necessary to earn the designation of Certified Municipal Clerk (CMC).

The City Clerk must be appointed by the City Council; therefore, it would be appropriate for the City Council to designate Windmera Quintanar, CMC, as City Clerk and approve the attached Employment Agreement.

The Los Alamitos Municipal Code (LAMC), Section 2.12.030A requires the appointment of City Clerk be made by Resolution. It would be appropriate to adopt Resolution No. 2012-23, appointing Windy Quintanar to the position of City Clerk and repealing Resolution No. 2011-26, which temporarily designated the City Manager as the City Clerk.

Fiscal Impact:

There is no direct fiscal impact since the City Clerk is an authorized position and salary range, budgeted in the 2012-2013 Fiscal Year Budget.

Submitted & Approved By:



Angie Avery
City Manager

- Attachments: 1. Resolution No. 2013-01
2. Employment Agreement

RESOLUTION NO. 2013-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CA, APPOINTING WINDMERA QUINTANAR, CMC, AS CITY CLERK OF THE CITY OF LOS ALAMITOS AND REPEALING RESOLUTION NO. 2011-26 IN ITS ENTIRETY

WHEREAS, the City Charter and the Municipal Code of the City of Los Alamitos provides for a City Clerk whose duties and responsibilities are more specifically defined therein; and,

WHEREAS, Section 2.12.030A of the Los Alamitos Municipal Code states that "The City Clerk shall be appointed by the City Council and shall serve at its pleasure. The appointment of the City Clerk shall be by Resolution by the City Council."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That Windmera Quintanar, CMC, is hereby appointed as City Clerk of the City of Los Alamitos effective January 7, 2013.

SECTION 2. That said City Clerk shall have all of the powers and duties as set forth in the Government Code of the State of California, the City Charter, and the Municipal Code of the City of Los Alamitos.

SECTION 3. That the compensation to be paid to the City Clerk for the City of Los Alamitos shall be set forth by appropriate action of the City Council from time to time.

SECTION 4. That Resolution No. 2011-26 is hereby repealed in its entirety.

SECTION 5. That the City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 7th day of January, 2013.

Warren Kusumoto, Mayor

ATTEST:

Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LOS ALAMITOS)

I, Windmera Quintanar, CMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a special meeting of the City Council held on the 7th day of January, 2013, by the following vote to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Windmera Quintanar, CMC
City Clerk

CITY OF LOS ALAMITOS
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(EXECUTIVE MANAGEMENT)

1. PARTIES AND DATE.

This Agreement (hereinafter referred to as the "Agreement") is made and entered into this 7th day of January, 2013 by and between the CITY OF LOS ALAMITOS, a municipal corporation (hereinafter referred to as "City") and Windmera C. Quintanar (hereinafter referred to as "Employee"), in order to provide in writing the terms and conditions of employment for City Clerk services. City and Employee are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City Manager.

City desires to employ the services of Employee as City Clerk for the City of Los Alamitos, and Employee desires to accept employment as City Clerk. It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment, and to set working conditions for Employee.

3. TERMS.

3.1 Duties.

3.1.1 Designated Duties. City hereby agrees to employ Employee as City Clerk of the City to perform the functions and duties in accordance with applicable state law, the City's Charter and Municipal Code, as well as the approved City job description for the position. Employee shall also perform other legally permissible and proper duties and functions as the City Manager shall from time-to-time assign.

3.1.2 Control and Supervision. Employee shall serve at the will and pleasure of the City Manager, and will be under the day-to-day supervision and direction of the City Manager.

3.1.3 City Council Meetings. Employee shall attend all City Council meetings, unless excused or directed otherwise.

3.1.4 Moonlighting. Employee will focus his/her professional time, ability, and attention on City business during the term of this Agreement. To the extent consistent with applicable law, Employee shall not engage in any other business duties or pursuits whatsoever

or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the City Council, except that:

(1) The expenditure of reasonable amounts of time not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement or create conflicts of interest.

3.1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his/her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee. Such materials shall not, without the prior written consent of the City Manager, be used by Employee for any purposes other than the performance of his/her duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

3.2 Term; Termination; Severance Pay.

3.2.1 Term. This Agreement shall become effective on January 1, 2013 ("Effective Date"), and shall continue for thirty-six (36) months thereafter through January 1, 2016.

3.2.2 Termination. The Parties understand and agree that the employment relationship created by this Agreement is "at-will" and that the Employee shall serve at the will and pleasure of the City Manager, and may be terminated at any time, without notice and with or without cause, but subject to the terms of this Agreement. Nothing in this Agreement, any statute, ordinance, or rule, shall prevent, limit or otherwise interfere with the right of the City Manager to terminate, without cause or right of appeal or grievance, except for those rights set forth in Section 3.2.6 below, the services of the Employee at any time during the Term of this Agreement. Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his/her employment.

3.2.3 Automatic Termination. This Agreement, and Employee's employment, shall automatically terminate and Employee shall not be entitled to any severance payment, except for compensation for accrued and unused vacation and administrative leave, upon the happening of any of the following events:

Agreement.

- (1) Upon mutual agreement in writing by both Parties to terminate this

- (2) Upon resignation by Employee.

- (3) Upon the death of Employee.

- (4) When Employee has been unable to perform all or substantially all of the essential functions of his/her position, with or without reasonable accommodation, due to illness or other disability for a period of three (3) months, provided, however, whenever required by applicable law, Employee shall be entitled to use accrued but unused sick leave before this three (3) month period begins to run.

- (5) Upon the natural expiration of the Term of this Agreement, as provided for herein.

3.2.4 Termination Without Cause; Severance. This Agreement, and Employee's employment, may be terminated without prior notice at any time, with or without cause, by the City Manager. In the event Employee is terminated without cause at such time as Employee is willing and able to perform his/her duties under this Agreement, other than under an Automatic Termination instance as provided for in Section 3.2.3, the City agrees to pay Employee a severance payment equal to the lesser of: (1) three (3) months base salary (as described in Section 3.3 below); or (2) the unexpired Term of this Agreement (as described in Section 3.2.1 above) ("Severance Payment"). The Severance Payment shall be Employee's sole remedy for a termination without cause. The Severance Payment shall be paid in one lump sum on the effective date of termination. Upon termination, with or without cause, Employee shall also be entitled to compensation for accrued and unused vacation and administrative leave pursuant to City policy.

3.2.5 Notice for Resignation. In the event Employee voluntarily resigns his/her position with City, then Employee shall give City three (3) weeks notice in advance, unless the Parties otherwise agree. Upon voluntary resignation, Employee shall be entitled to accrued vacation and administrative leave benefits, but not to the Severance Payment described in Section 3.2.4 above.

3.2.6 Termination for Cause; Procedure. Except as provided in Subsection (6) below, in the event Employee is terminated for cause, City shall have no obligation to pay the Severance Payment described in Section 3.2.4 above. The following procedures shall apply to any termination for cause:

- (1) At least thirty (30) calendar days before the effective date of any termination for cause, the City shall deliver to Employee a written specification of the charges or other reasons upon which "cause" is alleged, as well as the specific effective date of termination. After furnishing Employee with written notice of his/her intended termination for cause and without the need to wait for the thirty (30) day appeal/hearing period discussed below to expire, the City Manager may suspend him/her from duty, but his/her base salary shall continue for

thirty (30) days from the effective date of suspension, regardless of the effective date of termination.

(2) Employee shall then have seven (7) calendar days from notice of termination to challenge such termination for cause by delivery of a written response to such specifications. Within such seven (7) day period, Employee may also demand a hearing upon the specifications. Failure to submit a written response or demand a hearing within the seven (7) calendar day period shall constitute a waiver of such right, and the City Manager's determination shall be final.

(3) If a hearing is demanded, such hearing shall be held before the City Manager, unless the Parties agree to an alternative procedure or alternative hearing body or officer. No hearing shall be held in public unless requested by Employee. Regardless of the date issued, the decision of the City Manager or other hearing body or officer shall be binding, final as of the effective date of termination provided for in the notice under Subsection (1) above, and without right of further appeal.

(4) The issues to be determined in the hearing shall be whether the specification(s) alleged constitute "cause" pursuant to this Agreement and whether the specifications are supported by a preponderance of the evidence.

(5) The Parties acknowledge that a requested hearing for cause shall be held at the earliest possible date, and to that extent, they shall cooperate in selecting a date for the hearing which shall be no later than sixty (60) days following the City's notice of termination for cause.

(6) In the event the City Manager or other hearing body or officer concludes in favor of Employee that no cause exists, Employee shall be entitled only to the appropriate amount of severance pay and benefits as he/she would have received if terminated without cause pursuant to Section 3.2.4 above. Employee shall not have any reinstatement rights.

(7) If a written response is submitted, but no hearing is demanded, the City Manager shall review his/her decision based upon Employee's written response. However, any determination by the City Manager after reviewing such written response (where no hearing has been demanded) shall be final and without right of appeal.

3.3 Salary.

City shall compensate Employee at an annual base salary equal to Step A of Range 357 of the Resolution 2013-02 Regarding Salary and Benefits for Non-Represented Employees ("Salary and Benefits Resolution"). The salary shall be payable bi-weekly at the same time as other employees of City are paid, and may be modified from time-to-time by the City Manager pursuant to the Salary and Benefits Resolution.

3.4 Fringe Benefits.

Except as otherwise set forth herein, Employee shall be entitled to those benefits, including holidays, bereavement, temporary disability, jury duty, vacation, sick leave, disability, health and life insurance, and retirement, provided for Executive Management employees in the Salary and Benefit Resolution.

3.5 Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

CITY: City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720
ATTN: City Manager

EMPLOYEE: Windmera C. Quintanar
3191 Katella Avenue
Los Alamitos, CA 90720

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

3.7 General Provisions.

3.7.1 Entire Agreement. The text herein shall constitute the entire agreement between the Parties.

3.7.2 Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

3.7.3 Salary and Benefit Resolution for Non-Represented Employees. The terms and provisions of the Salary and Benefits Resolution, as it now exists on the Effective Date of this Agreement, shall be applicable to Employee only to the extent not inconsistent with this Agreement, and this Agreement therefore shall take precedence over the Salary and Benefits Resolution with respect to any inconsistencies in its interpretation or enforcement.

3.7.4 Bonding. If applicable, the City shall bear the full cost of any fidelity or other bonds required of Employee in the performance of his/her duties as City Clerk.

3.7.5 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

3.7.6 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

3.7.7 Assignment. Neither this Agreement, nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him/her without the prior written consent of the City Manager. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City Manager, be null and void and may be considered a material breach of this Agreement.

3.7.8 Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Orange County, California.

3.7.9 No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

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[SIGNATURES ON NEXT PAGE]

CITY OF LOS ALAMITOS

By: _____
Warren Kusumoto, Mayor

Attest: _____
Angie Avery, City Manager

EMPLOYEE

By: _____
Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney



City of Los Alamitos

Agenda Report Discussion Item

January 7, 2013
Item No: 4C

To: Mayor Warren Kusumoto & Members of the City Council
Via: Angie Avery, City Manager
From: Steven A. Mendoza, Director of Community Development
Subject: City Attorney Services – Schedule and Request for Proposal

Summary: This report sets forth a recommended schedule, evaluation criteria, and scope to be incorporated into a Request for Proposal for City Attorney Services.

Recommendation: Approve the schedule, evaluation criteria, and scope of work for City Attorney Services and instruct Staff to release the RFP.

Background

City Attorney Sandra J. Levin of Colantuono and Levin resigned November 19, 2012, effective January 31, 2013. At its December 17, 2012 meeting, the City Council appointed Council Members Edgar and Graham-Mejia to an Ad Hoc Subcommittee tasked with moving the City Attorney selection process forward.

The Ad Hoc Subcommittee met on January 2, 2013 to discuss the long term needs for City Attorney Services and the immediate need of interim City Attorney Services. The selection process has the potential to extend past the January 31, 2013 date of Colantuono and Levin's departure.

Discussion

Selection of Permanent City Attorney

The Ad Hoc Subcommittee decided that a Request for Proposal (RFP) would be used as the vehicle for selection of City Attorney Services. A RFP is a solicitation made by the City to firms interested in supplying legal services by outlining how they could meet the City's needs. The RFP process brings structure to the selection process by clearly delineating the City's needs up front. Below is an estimated schedule for the process:

SCHEDULE

1. City Attorney Announces Resignation	11/19/12
2. Formation of Subcommittee	12/17/12
3. 1st Subcommittee Meeting	1/2/13
4. Council Review/approve/release RFP	1/7/13
5. Distribution of RFP (advertised)	1/9/13
6. Colantuono and Levin's Last Day	1/31/13
7. RFP Submittal Deadline (25 days)	2/4/13
8. Council to Evaluate Bids Select Top Proposers (Special Meeting)	2/6/13
9. Notify Top Proposers	2/7/13
10. Council to Conduct 1st Interviews (Special Meeting)	2/12/13
11. Date for City Council interviews of finalist	2/18/13
12. Negotiation of Agreement	2/19/13
13. Council Award of Contract (Special Meeting)	2/25/13
14. Contract Effective Date	2/25/13

The Ad Hoc Subcommittee reviewed and considered the content of 5 Request for Proposals from surrounding cities to compile the Scope of Work included in the RFP. Although an evaluation criterion has been established, it is not necessary to establish the weighing of the criteria today. The criteria weighing should be developed by the Council at a later date while the City awaits proposals. The Scope of Work and Evaluation Criteria is included as Attachment 1 of this Staff Report (Draft RFP).

Selection of Interim City Attorney

The Ad Hoc Subcommittee instructed the City Manager to seek brief proposals from law firms to fill an interim role. By seeking out an interim, the Council will have appropriate time available to properly analyze the submitted proposals for Permanent City Attorneys.

Fiscal Impact

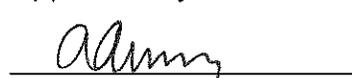
There are no costs to the City in releasing the RFP.

Submitted By:



Steven A. Mendoza
Community Development Director

Approved By:



Angie Avery
City Manager

Attachments: 1. Draft Request for Proposal
2. Sample Professional Services Agreement

CITY OF LOS ALAMITOS



REQUEST FOR PROPOSAL City Attorney Services

Submittal Deadline:
12:00 p.m. Noon
Monday, February 4, 2013

RFP Prepared by and Proposals to be Provided to:

Angie Avery – City Manager
3191 Katella Avenue
Los Alamitos, California 90720
(562) 431-3538, ext. 249
e-mail address: aavery@cityoflosalamitos.org

RFP Available online at:
http://cityoflosalamitos.org/?page_id=63

CITY OF LOS ALAMITOS
REQUEST FOR PROPOSALS
CITY ATTORNEY SERVICES

SECTION I - INTRODUCTION

A: Background

The City of Los Alamitos invites qualified firms to submit proposals for City Attorney Services. The successful Proposer will enter into a contract, designate a City Attorney for the City of Los Alamitos and provide legal advice and expertise in areas such as general municipal law, land use, labor and personnel law, Brown Act provisions, conflict of interest, and election law to the City. Over the last five fiscal years, the average contract value is \$150,000 per year.

The City is considering a contract with a five (5) year term. Upon mutual written agreement of the parties, the contract may be extended for three (3) additional two-year terms. Successful past performance during the initial contract period will be a critical factor in any decision to grant an extension.

The City of Los Alamitos incorporated in 1960, and is located on the Northwest edge of Orange County. It is situated North of Seal Beach, East of Long Beach, South of Hawaiian Gardens, and West of Cypress. The City encompasses 4.3 square miles with a small population of approximately 12,000. The City is mature, urbanized, and, for the most part, built-out. Half of the community's 4.3 square miles is the federally operated Joint Forces Training Base (JFTB). The City Manager is hired by the City Council and oversees all day to day operations. The City Attorney is appointed and will enter into a contract approved by the City Council. The contract for City Attorney will be supervised by the City Manager. The City Attorney will receive direction from both City Council and City Manager, but general supervision and direction will be provided by the City Manager.

For more information about the City, please visit the City website at <http://cityoflosalamitos.org/>. Regular scheduled Council meeting occur once a month, the third Thursday. An assigned attorney must also attend West County Communications meeting once a month and the Planning Commission once a month. It is common for the Council to have special meetings as needed. Code Enforcement legal services are provided by another firm of which the City is pleased with.

The City of Los Alamitos is a member of California Joint Powers Insurance Authority (CJPIA) for risk management services. As a member of CJPIA, the defense counsel for tort claims litigation is assigned by CJPIA rather than handled by the City Attorney.

Coluntuno and Levin provided City Attorney services to the City on a contract basis since 2009.

B: Proposed Schedule

City Attorney Announces Resignation	11/19/12
Formation of Subcommittee	12/17/12
1st Subcommittee Meeting	1/2/13
Council Review/approve/release RFP	1/7/13
Distribution of RFP (advertised)	1/9/13
Coluntuno's and Levin's Last Day	1/31/13
RFP Submittal Deadline (25 days)	2/4/13
Council to Evaluate Bids Select Top Proposers (Special Meeting)	2/6/13
Notify Top Proposers	2/7/13
Council to Conduct 1st Interviews (Sp. Meeting)	2/12/13
Date for City Council interviews of finalist	2/18/13
Negotiation of Agreement	2/19/13
Council Award of Contract (Special Meeting)	2/25/13
Contract Effective Date	2/25/13

C: Instructions to Proposers and Procedures for Submittal

One original and eight (8) copies of the proposal must be submitted in a sealed envelope and submitted to the following address:

**City of Los Alamitos
Attn: City Manager
3191 Katella Avenue
Los Alamitos CA 92720**

Proposers are solely responsible for ensuring their proposal is received by the City in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this REQUEST FOR PROPOSALS. All proposals shall become the property of the City. Late proposals will not be accepted and will be returned to the Proposer unopened.

CITY OF LOS ALAMITOS
REQUEST FOR PROPOSALS
CITY ATTORNEY SERVICES

SECTION II - PROPOSAL RESPONSE REQUIREMENTS

Proposers shall submit one (1) original proposal marked "ORIGINAL" and eight (8) copies on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

It is imperative that all Contractors responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer.

All proposals shall include the following information:

A: Letter of Transmittal

Please include a brief introduction and history of your firm. Be sure to state why you believe that your firm is the best qualified to perform City Attorney and legal services for the City of Los Alamitos.

B: Table of Contents

Include clear identification of the material by section and page number.

C: Company Data:

Please submit the following information:

1. Official firm name and address.
2. Name, address, telephone number and email address of the Proposer's point of contact.
3. Indicate what type of entity (corporation, company, joint venture etc). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
4. Federal Employer I.D. Number.

5. The address, telephone numbers and fax numbers of each of your firm's locations.
6. A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.
7. Number of years Proposer has been in business under the present business name.
8. All comparable contracts currently in effect. Please indicate:
 - Contracting Agency
 - Year Contract Started
 - Type of Contract
9. Please describe areas of specialization provided by the Proposer.
10. Any failures or refusals to complete a contract and explanation.
11. Financial interests in other lines of business.
12. Known conflicts of interest. The City is involved in various legal matters that may involve other government entities, private businesses, development and construction contracts and other legal firms. Proposer is expected to list all known or potential conflicts of interest that may impact the services provided to the City of Los Alamitos.

D: Proposals

Please describe your firm's Proposals for providing City Attorney and legal services to the City of Los Alamitos. The City Attorney must have seven (7) or more years of experience serving as a City Attorney, Assistant City Attorney or comparable position. Be sure to include the following components in your response.

1. The overall capabilities, Proposals, training and areas of expertise for each of the partners, principals and associates that may be assigned to work with the City.
 - a. Name of individuals with resumes
 - b. Length of employment with your firm
 - c. Specialization
 - d. Legal training
 - e. Date of admittance to California Bar
 - f. Year of practice
 - g. Municipal or other local public sector experience
2. Identify the individual that you propose for appointment as City Attorney and indicate the number of years of experience serving as a City Attorney, Assistant City Attorney or comparable position.

3. Identify the individual(s) that you would propose as Assistant or Deputy City Attorney and/or who would be designated as backup legal representation for the City, in the event of the absence or unavailability of the City Attorney. Please indicate the number of years of experience serving as an Assistant City Attorney or comparable position.
4. Identify the location of the office(s) serving the City. If office hours at City Hall are necessary, please specify the day(s) of week and hours.
5. Describe the systems/methods that would be utilized to ensure timely responses to the City Council and City Manager.
6. Describe the response time we can expect from the City Attorney to inquiries made by the City Council and City Manager.
7. Identify the types of reports your firm would provide to the City. Please submit samples of typical reports provided to municipalities. Be sure to redact any sensitive information.
8. Describe your firm's suggested process for transmittal of requests and other material to the City Attorney.
9. Identify the support personnel that would work with the City and provide a brief description of their function. Include any changes you would propose, now or in the future, should your firm be awarded a contract with the City.
10. Describe systems/methods that would be utilized to provide services in a cost effective manner.
11. It is anticipated that the City will require monthly itemized invoices for services rendered. Please submit an example of a typical invoice for a public agency. Be sure to redact any sensitive information.
12. Identify the types of in-service training (such as ethics and AB 1234, commission roles and responsibilities, how to conduct performance evaluations, harassment, etc.) your firm is capable of providing to municipalities.
13. The City of Los Alamitos will require the firm with which a contract is established, prior to commencement of work, to provide evidence of appropriate insurance coverages. Proposer shall indicate the willingness and ability to submit proof of the required insurance coverage as set forth in the *Sample Professional Services Agreement (attached at end of this document)* prior to execution of the contract.
14. The City is a member of the California Joint Powers Insurance Authority (CJPIA) for the handling of workers' compensation and liability claims. Please describe your firm's experience working with CJPIA.

15. The City seeks to identify and avoid any conflicts or possible conflicts of interest. The City reserves the right to prohibit participation, if a significant conflict of interest is determined to exist. Please address the following:
 - a) Please list any political contributions of money, in-kind services, or loans made to any member of a City Council within the last five years by the applicant law firm and all of its attorneys, including the attorney being proposed to represent the City of Los Alamitos.
 - b) Please list all public agency clients for which your firm currently provides services or are under retainer.
 - c) Please list all public agency clients for which your firm previously provided services over the last five years.
16. Describe the methods that would be utilized to provide the City Council with annual updates relative to your firm's accomplishments and significant activities.
17. Describe one of your law firm's most significant and complex accomplishments. Please describe the issue, what strategies were employed to handle the issue and the outcome. What was the involvement of the City Attorney and support staff proposed for the Los Alamitos contract?
18. Describe any special services that may be provided by your firm to the City of Los Alamitos.
19. Describe recent successful litigation handled by the proposed City Attorney.
20. Describe Military Land Use experience.
21. Because the City is part of West Counties Communications (a 911 Dispatch Joint Powers Authority), the selected firm would be assigned to the JPA. Please describe experience in offering representation for a JPA.
22. Cable Television is an important part of Los Alamitos. Please describe your firm's experience in working with cable television.

E: References:

Proposer to provide three (3) references for which Proposer has provided similar services as set forth in the RFP within the last five (5) years. Include name of business, name of contact person, telephone number of contact person, description of services provided.

F: Compensation/Payment Schedule:

Proposer is required to submit their cost proposal in the format outlined in Section V.

CITY OF LOS ALAMITOS
REQUEST FOR PROPOSALS
CITY ATTORNEY SERVICES

SECTION III - PROPOSAL EVALUATION AND SELECTION

City Council will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all factors have been evaluated.

Selection of qualified Proposers will be based on the following criteria as set forth herein. Criteria are listed in random sequence and are not considered in any rank or order or importance. Interviews will be held with the most qualified respondents. The recommended proposal will be submitted to the City Council for contract approval.

The proposal will be evaluated on the basis of the response to all questions and requirements of this RFP. The City shall use some or all of the following criteria in its evaluation:

1. Experience of the firm, particularly of staff assigned to supervise and administer this contract. (Section II.C.7 and II.D.1)
2. Education and experience of personnel assigned to CITY. (Section II.D. 2-3)
3. Demonstrated knowledge of public agencies, particularly municipalities. (Section II.C.8 and II.D. 5-18)
4. Understanding of the needs and requirements of CITY. (Section II.D. 5-18)
5. Number and type of declared conflicts. (Section II.D.15)
6. Location of firm and availability of personnel assigned to CITY. (Section II.D.4)
7. Quality of references. (Section II.E)
8. Proposed costs. (Section V)
9. Content, quality, completeness and form of submitted proposal.
10. Interviews.

CITY OF LOS ALAMITOS
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SECTION IV - SCOPE OF SERVICES

A: General Areas of Knowledge

The law firm or individual attorney selected will have demonstrated competence in all aspects of municipal law, including but not limited to:

Land use and planning law
The Subdivision Map Act
CEQA/NEPA
Code enforcement
Personnel and employment law
Public contracts and franchises
The Brown Act
Conflict of interest law
Intergovernmental relations
Development Agreements
JPA Representation

Real Estate law
General Plan law
Elections law
Contract law
Municipal Tort law
Solid Waste/AB939
Parliamentary Procedure
Litigation experience
Construction law
Military Land Use
Cable Television

B: Duties and Responsibilities

1. Provide timely response to all requests for services.
2. Provide legal advice, counsel, services, consultation and opinions to City Council, City Manager and City staff on a wide variety of municipal assignments including but not limited to the "General Areas of Knowledge" described in the preceding section.
3. Attend City Council meetings including closed sessions. Currently, meetings are held on the third Monday of each month. Meetings begin at 6:00pm.
4. Attend City Council Study Sessions, as required. Typically, Study Sessions are held between City Council and staff prior to Council Meetings.
5. Attend City staff meetings with the City Manager and Department Heads as needed.
6. Perform research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Council and management staff on legal matters pertaining to City operations.
7. Provide routine legal advise, telephone and personal consultations with Mayor, City Council, City Manager and City staff.

8. Review and/or prepare staff reports, ordinances, resolutions, orders, agreements, forms, notices, declarations, certificates, deeds, leases, and other documents required by the City.
9. Serve as legal counsel to bodies as may be created and represented by or for the City and which meet regularly or periodically or on an as-needed basis.
10. Provide assistance to City regarding Election laws and assist in review of election forms, filings, and coordination with County, State and Federal election officials.
11. Enforce city codes, zoning regulations and building standards through administrative, quasi-judicial and judicial actions.
12. Represent the City in the community and at professional meetings.
13. Represent the City before other governmental bodies and agencies to promote the interests of the City.
14. Provide assistance with issues related to land use, general and master plan updates.
15. Monitor pending and current State and Federal legislation, regulations, and case law, as appropriate. Inform City Council and staff and recommend changes to City ordinances and practices, as needed.
16. Ensure that current and future City ordinances, policies, procedures and practices comply with state and federal law.
17. Provide training and assist City Council, City Manager, and City staff to understand statutes, regulations, ordinances and codes that apply to their respective office and to assist in ensuring compliance.
18. As requested by the City Manager, provide litigation support including monitoring all matters involving litigation affecting the City and represent the City in all actions, suits, or proceeding in which the City is a party or is legally interested in.
19. Perform legal work pertaining to property acquisitions, condemnations, forfeiture activities, public improvements, public rights of ways, and matters relating to special assessments and public utilities.
20. Perform legal work pertaining to the negotiation and preparation of Development Agreements.
21. Provide Mayor and City Council with guidance relative to Roberts Rules of Order, open meetings, Brown Act, and other related procedural matters.
22. Coordinate the work of outside legal counsel as needed and as directed by the City Council and/or City Manager.

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SECTION V - COMPENSATION

It is expected that all legal services will be billed at an hourly rate, with reimbursable expenses listed separately. The City's current billing arrangement has two types of hourly rates: (1) "City Projects" relate to usual and customary legal matters and (2) "Special Projects" relate to legal matters that cannot be handled by in-house legal counsel.

A: Hourly Rates

Identify your proposed billing rates as shown in the format displayed below. This table is just a sample. Please provide all appropriate titles and rates.

Labor Rates	
City Attorney	\$_____ per hour
Assistant City Attorney	\$_____ per hour
Associate	\$_____ per hour
Clerk	\$_____ per hour
Paralegal	\$_____ per hour
Special Services	\$_____ per hour

Please list your minimum unit of time. For example: 6 minutes, 8 minutes etc.

B: Reimbursable Expenses

Identify your reimbursable expense unit rates as shown in the format displayed below. This table is just a sample. Please provide all applicable reimbursable expenses and unit rates.

Reimbursable Costs	
Mileage	\$_____ per
Reproduction Charges	\$_____ per

C: Training Costs

Please provide the costs of any in-service training (such as ethics and AB 1234, commission roles and responsibilities, how to conduct performance evaluations, harassment, etc.) your firm indicated in Section II.D.12.

D: Rate Adjustments

Proposer must state if the proposed rates are guaranteed for the term of the contract or if it is subject to adjustments. If subject to adjustments, Proposer must state the frequency of adjustments and how adjustments are determined.

E: Payment

Pursuant to the Sample Professional Services Agreement, the City requests a monthly itemized statement which indicates work completed and hours of service rendered. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges.

Please indicate if your firm is agreeable to this payment arrangement. If not, please describe your firm's preference for method of payment, payment terms, and your procedure for billing of retention, hours, and expenses and any other accounting requirements.

F: Alternative Method of Compensation

Proposer may submit an alternative method of compensation than what is described herein. For example, Proposer may request a monthly retainer plus an hourly rate for non-retainer services. If an alternative method of compensation is proposed, please describe how this may benefit the City of Los Alamitos.

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SECTION VI - GENERAL CONDITIONS

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth in Section III. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all factors have been evaluated.

Discussions may, at the City's option, be conducted with responsible Proposers who submit proposals determined to be potentially selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, and addenda (if any), referred to as Contract Documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the

Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Proposer to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

COSTS. The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein on page 19.

INTERPRETATION OF CONTRACT DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he may submit to the City a written request for an interpretation or correction.

Oral statement(s) interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid.

Requests for interpretations shall be made in writing and delivered to City Manager, City of Los Alamitos, 3191 Katella Avenue, Los Alamitos CA 92720 at least ten (10) days before the Submittal Deadline.

The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received contract documents. All such addenda shall become a part of the contract. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of contract documents is responsible for advising the City that they have a set of contract documents and wish to receive subsequent Addenda.

IRREGULARITIES. City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Council.

NON-EXCLUSIVE CONTRACT. The successful Proposer will enter into a NON-EXCLUSIVE contract and the City reserves the right to enter into agreements with other firms for legal services.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

NO OBLIGATION: The release of this RFP does not obligate nor compel the City to enter into a contract or agreement.

PAYMENT TERMS. Discounts for payments made within 20 days from receipt of invoice will be considered in award of proposal. Payment discounts must be clearly shown in the proposal.

PROPOSAL, REJECTION OF. The City reserves the right to reject any or all proposals or any part of a Proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

PROPRIETARY INFORMATION. Proposals must **NOT** be marked as confidential or proprietary. City may refuse to consider a proposal so marked. Information in proposals shall become public information and is subject to disclosure laws.

PUBLIC OPENING: There will be a public opening of proposals. Prices and other proposal information shall not be made public until the proposal is awarded. At that time the submitted proposal information and executed contract will become public information.

SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SUBCONTRACTOR INFORMATION. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

SUBCONTRACTOR REFERENCES. For all subcontractors that will be used on this project, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name;
- b. Project description;
- c. Dates (starting and ending);

- d. Technical environment;
- e. Staff assigned to reference engagement that will be designated for work per this RFP;
- f. Client project manager's name and telephone number.

TERMS OF THE OFFER. The City reserves the right to negotiate final contract terms with the Proposer selected. The contract between the parties will consist of the City Professional Services Agreement, the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

VALIDITY. Proposal must be valid for a period of 90 days from the due date.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by the City Manager before the Proposal Submittal Deadline.

NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that he is _____ of _____ the party making the attached Proposal; that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Proposer _____

Signature _____

Name _____

Title _____

Dated _____

**CITY OF LOS ALAMITOS
CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE
WITH INSURANCE REQUIREMENTS FOR
AGREEMENT FOR PROFESSIONAL SERVICES**

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in **Section 3.2.10 “Insurance”** of the Professional Services Agreement and accepts all conditions and requirements as contained therein.

Firm: _____
Name (Please Print or Type)

By: _____
Firm’s Signature

Date: _____

This executed form must be submitted with Proposal.

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos/ *Company or Individual*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Los Alamitos, a California municipal corporation (“City”), and _____ *[enter consultant (company’s) name]* a _____ *[insert consultant’s state of incorporation]*, _____ *[enter consultant’s legal status e.g., individual, partnership, corporation, nonprofit public benefit corporation, limited liability company]* (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: _____ *[insert description of consultant’s services]*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s _____ *[enter consultant’s proposal date]* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s _____ *[insert date fee schedule submitted to City]* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: _____.
- 3.4 “Expiration Date”: _____.

4. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. **CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of _____ Dollars (\$_____,_____) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. _____ *[enter name of project administrator]* shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above.. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.

- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage,

independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

****ALTERNATE LANGUAGE:**

Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage. *[If consultant is a limited liability company, insert "General Liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds."]*

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

Errors & Omissions Insurance should be required whenever professional services are being provided – such as the services of engineers, architects, licensed surveyors, doctors, etc. Paragraph 11.1.4 can be deleted from contracts for other services.

11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.

11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and

naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.

- 11.6 Consultant shall provide proof to the City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

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

If to City:
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
Attn: City Manager
Telephone: (562) 431-3538
Facsimile: (562) 493-1255

If to Consultant:
Name of Consultant
Street Address or P.O. Box
City, State Zip Code
Telephone: () ___ - ____
Facsimile: () ___ - ____

With courtesy copy to:

Interim City Attorney

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.
- 18.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4. The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term,

covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations

herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

19 PREVAILING WAGE LAW

19.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Los Alamitos

"Consultant"
Name of Company or Individual

By _____
Kenneth Stephens, Mayor

By: _____
Name, Level of Officer e.g., Vice President

Date: _____

Date: _____

By: _____

Date: _____

Note that it takes two signatures to bind a corporation. If a contractor does not wish to provide a second signature, the City can accept one signature and a resolution of the Board of Directors of the corporation, with two signatures on the resolution, authorizing the person who signed the agreement to sign for and bind the corporation.

Professional Services Agreement
City of Los Alamitos/Name of Consultant

Attest:

By _____
Angie Avery, City Clerk

Date: _____

Approved as to form:

By _____
_____, Interim City Attorney

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
APPROVED FEE SCHEDULE