



# City of Carson

## Report to Mayor and City Council

May 6, 2014  
New Business Consent

**SUBJECT: CONSIDER APPROVING A THREE-YEAR CONTRACT OF EMPLOYMENT WITH MR. NELSON HERNANDEZ TO BE EMPLOYED AS THE CARSON CITY MANAGER, EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO THE DISSOLVED CARSON REDEVELOPMENT AGENCY AND EXECUTIVE DIRECTOR OF THE CARSON HOUSING AUTHORITY**

Submitted by William W. Wynder  
City Attorney

Approved by Jacquelyn Acosta  
Acting City Manager

### THIS IS A JOINT AGENDA ITEM

#### I. SUMMARY

Presented for joint consideration is a three-year (3) contract (Exhibit No. 1) to employ Mr. Nelson Hernandez as the Carson City Manager, Executive Director of the Successor Agency to the Dissolved Carson Redevelopment Agency and Executive Director of the Carson Housing Authority.

#### II. RECOMMENDATION

APPROVE the attached CITY MANAGER EMPLOYMENT AGREEMENT, conditioned on Mr. Hernandez successfully completing the required drug and live-scan tests, and AUTHORIZE the Mayor/Chairs to execute the same following approval as to form by the City Attorney.

#### III. ALTERNATIVES

DELAY approving the CITY MANAGER EMPLOYMENT AGREEMENT until the results of the drug and live-scan tests results have been received and evaluated.

#### IV. BACKGROUND

For the past several months, the City Council has been diligently engaged in the process of finding a new permanent City Manager/Executive Directors. To that end, it has engaged the services of The Hawkins Company, an executive search firm, to assist the City Council in this executive search.

In the interim, the City Council engaged the services of Ms. Jackie Acosta to act as its Acting City Manager/ Executive Directors in addition to her regular duties as the Director of Administrative Services.

During these many months, all five (5) members of the City Council individually and independently screened over 40 applications for employment, individually and/or collectively interviewed 19 specific candidates (in some cases twice), and

unanimously directed the making of a conditional offer of employment to Mr. Hernandez.

Mr. Hernandez's resume is attached to this staff report (Exhibit No. 2) and that resume and the interview(s) by the City Council will enable the Council to make a finding that Mr. Hernandez meets the eligibility criteria found in Municipal Code section 2101.

A contract of employment has been circulated, reviewed and commented upon by Mr. Hernandez and his legal counsel, and has been executed by him indicating Mr. Hernandez's agreement with its terms and conditions for his employment. That contract provides that Mr. Hernandez will be compensated at the rate of \$195,000.00 per annum (base salary) for his services as City Manager/Executive Directors. Additional benefits will include accrual of vacation, sick, and administrative leaves in the initial amounts and at the rates of accrual set forth in the employment contract.

Mr. Hernandez will also be afforded a \$500.00 per month car allowance. The new employment contract will NOT include what is known as a "me too" clause, meaning that raises afforded other city employees, rank and file or management, will NOT automatically be granted to Mr. Hernandez.

The employment agreement also calls for performance reviews every six (6) months, and requires Mr. Hernandez to prepare and then present to the Council short and long terms goals and objectives within specified time-frames which will be used as the benchmarks from which his job performance will be evaluated.

In addition, The Hawkins Company has conducted a careful background check of Mr. Hernandez and their confidential report will become a part of Mr. Hernandez's permanent personnel file. In short, The Hawkins Company is of the opinion that Mr. Hernandez is qualified to accept employment with the City and has no adverse employment or personnel history that would warrant withdrawing the conditional offer of employment.

Because Mr. Hernandez has been on vacation, the drug and live-scan tests that are required of all new City employees have yet to be completed and the results returned to the City. Accordingly, the action to approve the contract of employment should be made subject to his successfully passing these two tests. Those tests will likely be taken on Monday, May 5, 2014, and the results may be available by the time of the City Council's consideration of this item.

**V. FISCAL IMPACT**

The position of City Manager is a funded line-item in the FY 2013/14 budgets approved by the City Council.

**VI. EXHIBITS**

1. City Manager Employment Agreement. (pgs. 4 - 80)
2. Nelson Hernandez Resume. (pgs. 81 - 83)

Prepared by: William W. Wynder, City Attorney & Laura Walker, Labor Counsel

*Document2  
TO: Rev02-24-2014*

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Public Works
Community Development	Community Services

**Action taken by City Council**

Date \_\_\_\_\_ Action \_\_\_\_\_

**CITY MANAGER EMPLOYMENT AGREEMENT**  
**BETWEEN**  
**CITY OF CARSON & NELSON HERNANDEZ**

This CITY MANAGER EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this 6th day of May, 2014, by and between the CITY OF CARSON, a general law city and municipal corporation (hereinafter the "City"), and NELSON HERNANDEZ, an individual (hereinafter the "City Manager").

**RECITALS**

WHEREAS, it is the desire of the City Council of City (hereinafter the "Council") to employ an individual to serve in the position of City Manager as prescribed by state law and Carson Municipal Code § 2100, and to retain his services as Executive Director of the SUCCESSOR AGENCY TO THE DISSOLVED CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic, Executive Director to the CARSON HOUSING AUTHORITY, a public body, corporate and politic, and such other agencies of the City to which he may be appointed from time-to-time; and

WHEREAS, it is the desire of the Council to: (1) secure and retain the services of City Manager, (2) to provide inducement for him to maintain such employment, and (3) to provide a mechanism for terminating City Manager's services, if and when necessary; and

WHEREAS, City Manager desires to accept employment as such from City; and

WHEREAS, Council finds and determines that City Manager's background and experience meet the eligibility criteria of Carson Municipal Code § 2101.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and City Manager hereby agree as follows:

**AGREEMENT**

**1.0 EMPLOYMENT & DUTIES**

City hereby employs NELSON HERNANDEZ as City Manager to perform the functions and duties specified in the Carson Municipal Code § 2107 *et seq.*, the California Government Code, and such other legally permissible and proper duties and functions as Council shall, from time to time, direct or assign, including, but not limited to, City's Standard Management Procedures ("SMP"), as the same may be amended or adopted by the Council from time to time. The City also designates City Manager as the Executive Director of the Successor Agency to the Dissolved Carson Redevelopment Agency, and the Executive Director of the Carson Housing Authority. The parties hereto agree that the City Council may designate City

Manager as the chief executive of any other City-related legal entity, including but not limited to any joint powers authorities of which the City is, or may become, a member.

## **2.0 TERM**

2.1 Commencement & Effective Date. City Manager shall commence his services hereunder at 7:00 a.m., Pacific daylight savings time, on May 7, 2014, which shall also be deemed the effective date of this Agreement ("Effective Date").

2.2 Term. City hereby employs City Manager and City Manager hereby accepts such employment for an initial three (3) year term commencing on the Effective Date and continuing through the close of business on May 7, 2017, subject to termination by the City, with or without cause, as hereinafter provided. Unless City gives written notice of non-renewal to City Manager at least seven (7) months prior to the expiration of the initial or any subsequent term, this Agreement shall automatically renew for an additional one year term. Such employment shall be on the terms hereinafter set forth.

2.3 Employment Status. City Manager is an "at-will" employee serving at the pleasure of City, acting through its Council, without any further right of notice or hearing, including any so-called "Skelly" hearing. Except as provided in Section 2.7 below, City may terminate the employment of City Manager at any time, with or without cause, upon compliance with the provisions set forth in Sections 3.0 or 4.0 of this Agreement, and upon the affirmative vote of three (3) members of Council.

2.4 Days & Hours of Work. City Manager's regular days and hours of work shall be the regular days and hours assigned for City employees generally. In addition, City Manager shall attend all City Council meetings, workshops and other meetings as directed by the Council. City Manager's days and hours of work per day may be unilaterally modified by the Council.

2.5 Termination. City may terminate this Agreement and City Manager without cause. In the event of such non-cause termination, City Manager expressly waives the requirements of and any rights provided under Carson Municipal Code § 2104. If City terminates City Manager without cause pursuant to this Section 2.5, or gives notice of non-renewal to City Manager pursuant to Section 2.2, he shall be paid a severance payment as set forth in Section 3.0 hereof.

2.6 Resignation by City Manager. If City Manager determines to terminate this Agreement, he shall be required to give a minimum of forty-five (45) days' advance written notice to Council prior to the effective date of his termination, unless a shorter period is acceptable to Council, and City Manager shall not be eligible for severance pay in the event of his voluntary resignation.

2.7 Termination Limitation. City and City Manager agree that the scope of City's limitation upon its right to terminate the employment of City Manager shall be in accordance with Carson Municipal Code § 2105 to require the following:

"Notwithstanding the foregoing provisions of this Code, the City Manager shall not be removed from office during or within a period of ninety (90) days next succeeding any general municipal election held in said City at which said election a member of the City Council is elected.

The purpose of this provision is to allow any newly elected member of the City Council or a reorganized City Council to observe the actions and ability of the City Manager in the performance of the powers and duties of his office. After the expiration of said ninety (90) days aforementioned, the provisions of the preceding Section as to the removal of the said City Manager shall apply and be effective."

2.8 Joint Press Release & Statement On Termination. In the event that City terminates City Manager, with or without cause, City and City Manager agree that no member of the Council, the City management staff, nor City Manager, shall make any written, oral or electronic statement to any member of the public, the press, or any City employee concerning the City Manager's termination except in the form of a joint press release or statement which is mutually agreeable to City and City Manager. This joint press release or statement shall not contain any text or information that is disparaging to the other party. Either party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

### 3.0 SEVERANCE

3.1 Severance Payment. Except as provided in Sections 2.6 and 4.0 hereof, should City elect to terminate this Agreement, and the services of City Manager thereunder, without cause, City shall, within thirty (30) business days after the Effective Date of the Severance Agreement and General Release ("Severance Agreement"), pay to City Manager severance pay equal to six (6) months salary, as defined in Section 5.0 hereinafter, provided City Manager executes and does not revoke the Severance Agreement, a copy of which is attached hereto as Exhibit "A." The severance payments shall be made bi-weekly according to City's regular payroll schedule, but shall not commence until thirty (30) business days after the Severance Agreement's Effective Date. In the event City Manager declines to execute or revokes the Severance Agreement, he shall not be entitled to or paid any severance.

The Effective Date of the Severance Agreement shall be ten (10) calendar days after all parties have signed the Severance Agreement.

In addition, the City shall continue to provide City Manager with City-paid "COBRA" benefits (medical, dental and vision) for a maximum of six (6) months, except that if City Manager obtains other employment prior to the end of the severance period, such benefits and insurance coverages (excluding severance pay) shall cease on the commencement date of such other employment benefits and insurance coverages.

3.2 Application of Government Code Provisions. Notwithstanding any other provision of this Agreement, the following State law restrictions upon City Manager's salary and benefits shall take precedent:

- a. Application of Government Code Section 53260. Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds 18 months. The severance payments provided by Article 3.0 are limited by this provision [(e.g., if termination occurred with five (5) months left in the term, severance would be equal to the monthly base salary multiplied by five (5) rather than six (6), provided Employee executes and does not revoke the Severance Agreement].
- b. Application of Government Code Section 53243.3. If this Agreement provides for: (1) paid leave for the official pending an investigation; (2) funds for the legal criminal defense of the official, or (3) any cash settlement related to Employees' termination, such sums shall be fully reimbursed by Employee to the City if the Employee is convicted of a crime involving abuse of his or her office or position. All provisions of Government Code § 53243.3 shall take precedence over the terms of this Agreement.
- c. Application of Government Code Section 3511.2. Notwithstanding any other provisions of this Agreement, it shall be prohibited for this Agreement to provide an automatic renewal hereof that provides for an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of certain limits. Government Code § 3511.2 is hereby incorporated into the terms of this Agreement as follows:

“On or after January 1, 2012, any contract executed or renewed between a local agency and a local agency executive shall not provide for the following:

  - i. An automatic renewal of a contract that provides for an automatic increase in the level of compensation that exceeds a cost-of-living adjustment.
  - ii. A maximum cash settlement that exceeds the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5” (i.e., a cash settlement that exceeds 18 months of the salary and benefits).

3.3 Payment for Accrued Benefits. Upon the effective date of the termination of this Agreement, and the services of City Manager thereunder, City shall pay to City Manager, in a lump sum, the cash equivalent of all accrued benefits in accordance with Section 9.0 hereof.



3.4 Sole Rights. Except for the Accrued Benefits noted in 3.3, above, the severance rights provided in this Section 3.0 shall constitute the sole and only entitlement of City Manager under this Agreement in the event of the termination, other than for cause, of the services of City Manager hereunder, and City Manager expressly waives any and all other rights except as provided herein.

#### 4.0 TERMINATION FOR CAUSE

City shall not be obligated to make any severance payment as described in Section 3.0 above if City Manager is terminated for cause. For the purposes of this Agreement "cause" for termination shall include, but not be limited to, the following: (1) loss of mental capacity for more than six (6) consecutive months as determined by a court of competent jurisdiction; (2) persistent, habitual or willful neglect of duty; (3) insubordination (which shall be defined as a repeated failure to carry out a directive or directives of Council made by Council as a body); (4) corrupt or willful misconduct in office; (5) willful malfeasance, or conviction of an illegal act (excepting minor traffic or moving violations) amounting to an act of moral turpitude (a conviction following a plea of *nolo contendere* is deemed a conviction); (6) willful destruction or misuse of City property; (7) habitual intoxication while on duty, whether by alcohol, prescription or non-prescription drugs, and in the case of prescription drugs, where they are being used in a manner not authorized by City Manager's treating physician; (8) inexcusable absence without an authorized leave of absence; (9) willful political activity involving the support of candidates for City's City Council; (10) theft or attempted theft; (11) financial mismanagement; (12) material dishonesty; (13) willful violation of Federal, State or City discrimination and harassment laws concerning race, religious creed, color, national origin, ancestry, physical handicap, marital status, sexual orientation, sex or age concerning either members of the general public or City's employee(s) while acting in the course and scope of employment, while on City premises or time, and/or while acting without the prior approval or direction of the Council; (14) willful and unlawful retaliation against any City officer or employee or member of the general public who in good faith reports, discloses, divulges or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or related directly thereto; (15) willful violation of any conflict of interest or incompatibility of office laws; (16) performance of material outside business interests that conflict directly with the activities and duties as City Manager, but not including educational or professional training programs conducted by City Manager whether for personal financial gain or not; or (17) refusal to take or subscribe to any oath or affirmation which is required by law.

#### 5.0 SALARY

5.1 Annual Compensation. City agrees to compensate City Manager for his services rendered hereunder at an annual salary of One Hundred and Ninety-Five Thousand Dollars (\$195,000.00) as may be adjusted, from time-to-time, in accordance with Section 5.3 hereinafter, or as this Agreement may be amended. Such salary shall be payable in installments according to City's regular payroll schedule, and subject to such bonus or salary adjustment considerations by Council as hereinafter provided. City Manager shall **not** be entitled to additional or annual salary or COLA increases or adjustments based on increases or adjustments in the salary of any of City's Department Heads.

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5.2 Annual Salary Review. City and City Manager agree to conduct an annual salary review concurrently with the first semi-annual performance evaluation set forth in Section 6.2 hereinafter. Such annual salary review shall include consideration of those benefits afforded City Manager in this Agreement. At this first semi-annual performance evaluation and salary review, which shall occur approximately six months from the Effective Date of this Agreement, Council agrees to re-evaluate the terms and conditions of this Agreement, including City Manager's salary, in light of City Manager's performance to date, the City's financial condition, and any other factors the Council may deem appropriate.

5.3 Effectuating Salary Adjustment. City and City Manager agree that the affirmative vote of three (3) members of Council shall be required to effectuate an increase in the salary paid to City Manager pursuant to this Agreement.

5.4 Deferred Compensation. City agrees that City Manager may, at his sole costs and expense, participate in City's Deferred Compensation Program. City further agrees that it shall match City Manager's contributions, if any, into City's Deferred Compensation Plan on a dollar-for-dollar basis, up to a maximum of Six Thousand Dollars (\$6,000.00) per year as allowed by state law.

5.5 Other Compensation. City Manager is not eligible for overtime pay, compensatory time off in lieu of overtime pay, or extra payment for work performed on City-designated holidays.

## **6.0 PERFORMANCE EVALUATION**

6.1 Purpose of Evaluation. The performance review and evaluation process set forth herein is intended to provide review and feedback to City Manager so as to facilitate a more effective management of City. Nothing herein shall be deemed to alter or change the employment status of City Manager (as set forth in Section 2.3 above), nor shall this Section 6.0 be construed as requiring "cause" to terminate this Agreement, or the services of City Manager thereunder.

6.2 Semi-Annual Evaluation. Council shall review and evaluate the performance of City Manager under this Agreement two (2) times annually, on or about the following dates: (1) between January 1st and January 31st and (2) between July 1st and July 31st of each calendar year. The first such review and evaluation shall be conducted concurrently with an annual salary review, in accordance with the purpose noted above, and in light of City's financial condition. It shall be the obligation of the City Manager and the City Clerk to notify Council of the need to conduct each evaluation required by this Section 6.0 and to schedule the same. The first such semi-annual review will be conducted between January 1, 2015 and January 31, 2015.

6.3 Written Evaluation. In closed session, Council shall utilize the "Evaluation of City Manager" form, attached hereto and incorporated herein as Exhibit "B" to this Agreement, in order to evaluate the performance of City Manager to date. Thereafter, Council shall prepare a written evaluation form, memorializing its comments regarding City Manager's performance, shall schedule at least one (1) closed session with City Manager to

deliver and discuss such evaluation, and will include the same in his personnel file within two (2) weeks following the conclusion of the review and evaluation process.

#### 6.4 City Manager's Short-Term Goals & Objectives.

City Manager shall prepare, or cause to be prepared, short-term goals and objectives for both himself and each of the various City departments or divisions at the following times: (1) within one-hundred twenty (120) days of the Effective Date of this Agreement ("Initial Goals and Objectives") and (2) by January 31st of each subsequent calendar year of the Term of this Agreement ("Annual Goals and Objectives"). These short-term goals and objectives (both Initial and Annual) shall be reduced to writing. They shall be presented to and reviewed by Council at a City Council Workshop. The achievement of these short-term goals and objectives (both Initial and Annual) shall be considered in evaluating City Manager's performance pursuant to Section 6.0 of this Agreement.

6.5 City Manager Three-Year Plan. Within one-hundred fifty (150) days of the Effective Date of this Agreement, City Manager shall prepare a "Three-Year Plan" outlining his long-term goals and objectives for the City and a general plan for addressing issues that City Manager determines are important to the proper operation of the City, the attainment of the City Council's policy objectives and the management of any other issues that City Manager deems appropriate. These goals and objectives shall be generally obtainable within the time limitations as specified and the annual operating and capital budgets and appropriations as provided. This "Three-Year Plan" shall be reduced to writing and presented to Council at a City Council Workshop.

### 7.0 **HEALTH, WELLNESS**

7.1 Medical. City shall provide to City Manager the same medical insurance plan coverage as is offered to the City's Department Heads, as set forth in "Resolution No. 13-112, A Resolution of the City Council of the City of Carson, California, Fixing the Employer's Contribution Under the Public Employees' Medical and Hospital Care Act (PEMHCA)," adopted November 19, 2013, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "C" (hereinafter "Resolution No. 13-112").

7.2 Dental. City shall provide to City Manager the same dental insurance plan coverage as is offered to the City's Department Heads, as set forth in Resolution No. 10-077, A Resolution of the City Council of the City of Carson, California, Establishing the Salary and Benefits for Unclassified Management Employees," adopted July 21, 2010, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "D" (hereinafter "Resolution No. 10-077"), Article III, Section 2.

7.3 Vision. City shall provide to City Manager the same vision insurance plan coverage as is offered to the City's Department Heads, as set forth in Resolution No. 10-077, Article III, Section 7.

7.4 Post-Retirement Health Care Plan. City shall provide to City Manager the post-retirement health care plan coverage provided to City employees hired on or after the effective date of the California Public Employees Retirement System ("CalPERS") contract



amendment providing for a two-tiered retiree health insurance program, as set forth in detail in "Resolution No. 11-028, A Resolution of the City Council of the City of Carson, California, Amending Resolution No. 10-077 to Incorporate Certain Changes to the Retirement, Post-Retirement, and Holiday Leave Benefits of the Unclassified Management Employees," adopted April 5, 2011, a true and correct copy of which is attached hereto and incorporated herein as "Exhibit E" (hereinafter "Resolution No. 11-028"), Article III, Section 1.4.

7.5 Life Insurance. The City shall provide City Manager with term life insurance coverage of not less than Five Hundred Thousand Dollars (\$500,000.00), with no cash surrender value to City Manager, after an evidence of insurability (EOI) form is submitted and approved by the City's life insurance carrier. If the EOI form is not submitted, the maximum coverage amount shall be One Hundred Ten Thousand Dollars (\$110,000.00), subject to any age reduction schedules mandated by the insurance company.

7.6 Short & Long Term Disability Insurance. City shall provide to City Manager the same long term and short term disability insurance plan coverage as is offered to the City's Department Heads, as set forth in Resolution No. 10-077, Article III, Section 4.

## **8.0 AUTOMOBILE**

Car Allowance. The City shall reimburse City Manager for use of his personal automobile for official City business at the rate of Five Hundred Dollars (\$500.00) per month. City will also reimburse City Manager for all parking fees incurred on City business under the same terms and conditions applicable to classified City employees. The car allowance and parking expense reimbursements authorized by this Section shall constitute full compensation for any and all expenses related to the operation and maintenance of City Manager's vehicle for City purposes. City Manager shall maintain throughout the term of this Agreement automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injuries or death of one person and Fifty Thousand Dollars (\$50,000.00) for property damage arising from one accident. City Manager shall provide City with evidence of such automobile liability insurance coverage, to consist of a certificate of insurance or a copy of the insurance policy. City shall reimburse City Manager for the additional costs incurred by City Manager in raising his personal automobile insurance limits to meet the requirements of this Section.

## **9.0 VACATION, SICK LEAVE, ADMINISTRATIVE LEAVE & OTHER BENEFITS**

9.1 Vacation Leave. From and after the Effective Date of this Agreement, City Manager shall accrue three weeks (120 hours) paid vacation leave per year during the Term of this Agreement, at the same rate as is currently accrued by City's Department Heads, as set forth in Resolution No. 10-077, Article VI, Section 3. City Manager will accrue vacation leave up to the maximum amount currently in force and effect for City's Department Heads. City Manager shall be credited upon the Effective Date of this Agreement with eighty (80) hours of paid vacation leave. Insofar as is practicable, such vacation shall be taken at times least likely to result in inconvenience to the administration of the City. City Manager shall notify the Council at least two weeks in advance of any vacation time to be taken in excess of three (3) consecutive days.



9.2 Sick Leave. From and after the Effective Date of this Agreement, City Manager shall accrue sick leave at the same rate as is currently accrued by City's Department Heads, as set forth in Resolution No. 10-077, Article VI, Section 4. City Manager will accrue sick leave up to the maximum amount currently in force and effect for City's Department Heads. City Manager shall be credited upon the Effective Date of this Agreement with forty (40) hours of paid sick leave.

9.3 Holidays. From and after the Effective Date of this Agreement, City Manager shall be entitled to such holidays as are currently afforded City's Department Heads, as set forth in Resolution No. 10-077, Article VI, Sections 5.1 and 5.4, and Resolution No. 11-028, amended Sections 5.2 and 5.3, and as may be modified for all of City's Department Heads by resolution of Council from time to time.

9.4 Administrative Leave. From and after the Effective Date of this Agreement, City Manager shall accrue administrative leave at the same rate as is currently accrued by City's Department Heads and subject to the same maximum accrual cap as currently in force and effect for City's Department Heads, as set forth in Resolution No. 10-077, Article VI, Section 6. City Manager shall be credited upon the Effective Date of this Agreement with thirty (30) hours of paid administrative leave.

9.5 Retirement. Under current law, City is prohibited from paying City Manager's contribution to the California Public Employees Retirement System ("CalPERS") "2% at 62" Plan. Therefore, Resolution No. 11-028, Article III, Section 5.2, shall not apply to City Manager with respect to retirement. City Manager acknowledges and agrees that it shall be his sole responsibility to make these CalPERS employee retirement contribution.

9.6 Redemption of Accumulated Leave. The City Manager may redeem up to a maximum of fifty (50) percent of his total current accrued leave balances, not to exceed one hundred (100) hours in each fiscal year of the Term of this Agreement. Sick leave shall be redeemed at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed. All other types of leave set forth in this Agreement shall be redeemed at a rate of one (1) hour of pay for each one (1) hour of leave redeemed.

9.7 Additional Benefits. Unless otherwise specified to the contrary in this Agreement, City Manager shall *not* be entitled to such additional benefits, including cost of living adjustments ("COLA") to compensation, if any, as are afforded City's Department Heads.

## **10.0 PROFESSIONAL DEVELOPMENT**

10.1 Professional Development Pay. The City agrees to provide City Manager, within the first quarter of each fiscal year, an allowance of Eight Hundred Dollars (\$800.00) in anticipation of his expenditures for professional development. Such expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software; books, reference publications or other educational materials; membership or association fees; or any other expenses which promote the professional development of the City Manager and promote the best interests of the City.

10.2 Service Organization Membership. The active promotion of City shall be one of City Manager's duties under this Agreement. As such, the City shall pay up to Three Hundred Fifty Dollars (\$350.00) for the City Manager toward the annual membership fee for one service organization or non-profit board based in Carson. The membership fee notice must be provided by the organization to the City. City shall also pay for City Manager's memberships in the Carson Chamber of Commerce and the International City Managers Association.

## **11.0 TRAVEL & MEETING EXPENSES**

11.1 Out-of-Town Meetings, Conferences & Seminars. City agrees to reimburse City Manager for expenses incurred by City Manager while attending overnight out-of-town meetings, conferences or seminars related to his employment with City in accordance with SMP No. 2.11, a true and correct copy of which is attached hereto and incorporated herein as "Exhibit F" to this Agreement. To be eligible to receive reimbursement pursuant to this Section 11.1, City Manager must have budgeted funds available for such, and shall obtain advance approval of the Council where practical to do so, or in the event such approval cannot be timely obtained, advance approval from the Mayor.

11.2 Local Meetings & Seminars. City agrees to reimburse City Manager for expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City in accordance with SMP No. 2.11.

11.3 Incidental Expense Reimbursement. Pursuant to Carson Municipal Code § 2106, City agrees to reimburse City Manager the actual cost of those incidental expenses necessarily incurred by City Manager while engaged in the business of City upon the presentation of an appropriate receipt therefor, including but not limited to expenses incurred related to business lunch meetings. City shall not reimburse City Manager for any alcoholic beverage expenses.

11.4 No Gifts of Value. The California Political Reform Act, Government Code §§ 81000 *et. Seq.*, which applies to local officials such as City Manager, establishes a gift limit on the total value of gifts public officials may receive from a single source during the calendar year. As of January 1, 2013, the annual limit is Four Hundred Forty Dollars (\$440.00). Gifts are defined as any payment or other benefit provided to an official that confers a personal benefit for which the official does not provide goods or services of equal or greater value.

Based on the limits imposed by the Political Reform Act, City Manager is hereby prohibited from accepting gifts greater than Four Hundred Forty Dollars (\$440.00) in a single calendar year from a single source, including but not limited to City residents, employees, contractors, businesses or anyone seeking to do business with the City. The Political Reform Act also requires that City Manager's receipt of gifts totaling Fifty Dollars (\$50.00) or more from a single source during the calendar year be disclosed on a Statement of Economic Interests.

Any public official who violates the gift limit is liable in a civil action brought by the California Fair Political Practices Commission for up to three times the amount of the gift, plus administrative sanctions, including fines of up to Five Thousand Dollars (\$5,000.00) per violation.

## **12.0 BONDING**

Pursuant to Carson Municipal Code § 2102, within thirty (30) days of the Effective Date of this Agreement, the City Manager shall furnish a corporate surety bond in a form to be approved by the Council and in such sum as may be approved by the Council, which bond shall be conditioned on the faithful performance of the duties imposed on City Manager, as herein prescribed. The City shall bear the full cost of any corporate surety, fidelity or other bonds required of the City Manager by the Council or as required under any law or ordinance.

## **13.0 AMENDMENT OF AGREEMENT**

City agrees that any amendment to this Agreement shall be in writing, signed by the parties hereto, approved by the affirmative vote of three (3) members of Council, and, when required by Section 14.0 of this Agreement, with the consent of City Manager.

## **14.0 DUTY TO BARGAIN IN GOOD FAITH**

City and City Manager agree to bargain in good faith regarding any reduction in the City Manager's annual salary or other benefits set forth herein.

## **15.0 INDEMNIFICATION**

For the purpose of indemnification and defense of legal actions, City Manager shall be considered an employee of the City and entitled to the same rights and subject to the same obligations as are provided for all other employees of the City as set forth in Sections 825 through 825.6 and Sections 995 through 996.6 of the California Government Code. City Manager shall indemnify and hold harmless City from all liability for loss, damage or injury to person or property resulting from the gross negligence or willful misconduct of City Manager.

The City will not indemnify City Manager for the defense of an action or proceeding in the following circumstances, unless it determines the defense would be in the best interests of the City and that City Manager acted, or failed to act, in good faith, without actual malice and in the apparent interests of the City:

1. The City will not indemnify City Manager for the defense of an action or proceeding brought by the City to remove, suspend or otherwise penalize City Manager, or an appeal to a court from an administrative proceeding by the City to remove, suspend, or otherwise penalize City Manager.
2. The City will not indemnify City Manager for the defense of an administrative proceeding brought against City Manager, including but not limited to instances where the proceeding is brought on account of an act or omission in the scope of City Manager's employment as an employee of the City, unless the Council determines the defense would be in the best interests of the City.
3. The City will not indemnify City Manager for the defense of an action or proceeding brought by the City against City Manager as an individual, and not in his official capacity, or an appeal therefrom.

## 16.0 GENERAL PROVISIONS

16.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of City Manager by City and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement of promises not contained in this Agreement shall be valid or binding upon either party.

16.2 Entire Time & Efforts. During the Term of this Agreement, City Manager shall devote his full time and efforts during business hours to the fulfillment of his obligations under this Agreement.

16.3 Competitive Activities. During the Term of this Agreement, City Manager shall not be employed by any other organization, with or without compensation, without the prior written approval of the Council. Notwithstanding the foregoing, however, City Manager may expend reasonable time, effort and energy in the pursuit of education, charitable, or professional activities which arise out of or relate to his duties as City Manager, and City Manager may pursue his hobbies (in which he may be offered, from time-to-time, an honoraria), and his engagement in these activities shall not constitute a breach of this Agreement provided such activities do not materially interfere with the services to be rendered by City Manager pursuant to this Agreement, nor shall such activities require the prior written consent of Council.

16.4 Need For City's Written Consent to Contract. City Manager shall have no right, power or authority at any time to make any contract, commitment or binding promise of any nature on behalf of City, whether oral or written, without the express written consent of the Council (except as otherwise provided in the Carson Municipal Code).

16.5 Notices. Notices to be given by either party to the other shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor, postage prepaid and addressed as follows:

CITY: City of Carson  
Attention: City Clerk  
701 East Carson Street  
Carson, CA 90745

COPY TO: Aleshire & Wynder, LLP  
2361 Rosecrans Avenue, Suite 475  
El Segundo CA 90245-4916  
Attention: City Attorney  
Phone: (310) 527-6667  
Fax: (310) 532-7395  
E-mail: wwynder@awattorneys.com

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MANAGER: Nelson Hernandez  
1262 Kettner Boulevard, No. 802  
San Diego, CA 92101  
Phone: (805) 444-6907  
E-mail: nelsonucla@yahoo.com

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

16.6 Heirs and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the heirs at law and executors of the City Manager.

16.7 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 at any one time or times.

16.8 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

16.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, in full force and effect as of the date of execution.

16.10 Independent Legal Advice. City and City Manager represent and warrant to each other that each has received, to the extent desired, legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement and, City and City Manager further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it, or who drafted any portion thereof.

IN WITNESS WHEREOF, the CITY OF CARSON has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and CITY MANAGER has signed and executed this Agreement, both in duplicate.

**CITY OF CARSON (EMPLOYER)**

\_\_\_\_\_  
Jim Dear, Mayor & Chairs of Successor Agency to  
the Dissolved Carson Redevelopment Agency &  
Carson Housing Authority

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

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY MANAGER (EMPLOYEE)**

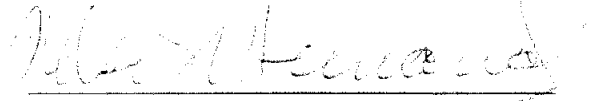
\_\_\_\_\_  
Nelson Hernandez

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

[END OF SIGNATURES]



CITY MANAGER (EMPLOYEE)



Nelson Hernandez

Dated: 11-30-2014

[END OF SIGNATURES]

**EXHIBIT A**

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## EXHIBIT A

### SEVERANCE AGREEMENT AND GENERAL RELEASE

#### 1. PARTIES

This Severance Agreement and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Carson (hereinafter referred to as "THE CITY"), a general law city and municipal corporation, and \_\_\_\_\_, an individual (hereinafter referred to as "EMPLOYEE").

#### 2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at will City Manager effective - May 7, 2014 serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently \_\_\_\_ years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of \_\_\_\_\_, with this AGREEMENT setting forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

#### 3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of \_\_\_\_\_ and \_\_\_\_ cents (\$\_\_\_\_\_.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return

receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including \_\_\_\_\_ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

#### **4. Specific Acknowledgment of Waiver of Claims under ADEA and OWBPA**

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary.** By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and

(i) This AGREEMENT shall not be effective ten (10) days have passed since all parties, including EMPLOYEE's, execution of the AGREEMENT ("EFFECTIVE DATE").

## 5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

### "General Release--Claims Extinguished"

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

**6. WAIVER OF ADDITIONAL CLAIMS**

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

**7. REPRESENTATIONS AND WARRANTIES**

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of his employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11. Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12. Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is

further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

## 8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

**As to EMPLOYEE:**

At EMPLOYEE's home address on file with THE CITY.

**As to THE CITY:**

City Council  
City of Carson  
701 E. Carson Street  
Carson, California 90745

**IN WITNESS WHEREOF**, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: \_\_\_\_\_

EMPLOYEE

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

THE CITY

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Jim Dear, Mayor and Chairs to  
Successor Agency to Dissolved  
Carson Redevelopment Agency and  
Carson Housing Authority

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
William W. Wynder, City Attorney

[EMPLOYEE's LAW FIRM]

By: \_\_\_\_\_  
[Counsel]

## **EXHIBIT B**



## EVALUATION OF CITY MANAGER

The evaluation process at the City of Carson is intended to be a positive interchange between the City Council and the Manager, resulting in the documentation of performance, strengths, weaknesses, accomplishments and expectations. This evaluation represents the collective evaluation of the Council. The comments section also attempts to reflect the general views of the Council, although specific concerns raised by individual Councilmembers are noted. The comments section attempts to address where improvement is needed.

<u>FACTORS</u>		<u>RATINGS</u>				
	<b>COUNCIL/MANAGER RELATIONSHIPS</b>	5	4	3	2	1
1.	The Manager provides Council Members with adequate follow-up information when a complaint is made or information is requested other than at Council meetings.					
2.	The Manager provides adequate follow-up on issues and complaints raised at Council meetings.					
3.	The Manager effectively communicates orally and by letter, memo, email, newsletter, and reports.					
4.	The Manager is personally accessible and responsive to Council Members.					
5.	The Manager motivates staff to make presentations to the Council which are understandable, well researched, and of professional quality.					
	<u>COMMENTS:</u>          					

5=Outstanding; 4=Very Good; 3=Good; 2=Fair; 1=Poor







This page is intended to give Councilmembers freedom to express their priorities and their sense of "how things are going" both generally, and in response to the following issues/questions of note. List, elaborate, or anecdote as you please.

1. MY PERSONAL PRIORITIES, GOALS AND OBJECTIVES FOR THE EVALUATION PERIOD - WHAT I WOULD LIKE THE MANAGER TO GIVE PRIORITY TO ACCOMPLISHING FOR THE CITY (LISTED IN ORDER OF IMPORTANCE):

2. SIGNIFICANT ACHIEVEMENTS OF THE MANAGER SINCE LAST EVALUATION:

3. THINGS I WOULD LIKE THE MANAGER TO DO MORE OF OR TO CONTINUE:

4. THINGS I WOULD LIKE THE MANAGER TO DO LESS OF OR DISCONTINUE:

ADDITIONAL COMMENTS:

5=Outstanding; 4=Very Good; 3=Good; 2=Fair; 1=Poor



\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor Pro Tem

\_\_\_\_\_  
Date

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Date

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Date

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Date

**RECEIPT ACKNOWLEDGED**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date



**EXHIBIT C**



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT (PEMHCA)

WHEREAS, Government Code Section 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act (PEMHCA) shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b)(1) of the Act; and

WHEREAS, the City of Carson, California, is a local agency contracting under the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

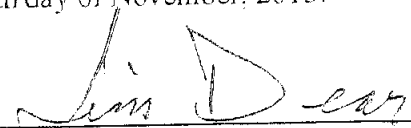
Section 1. That the employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Code	Bargaining Unit	Contribution per Month
01	Supervisors Association	\$1,435.00
02	Association of Management Employees	\$1,435.00
03	AFSCME, 809 Council 36-Classified	\$1,435.00
04	At-Will Exempt	\$1,435.00
05	Elected Officials	\$1,435.00
06	Association of Confidential Employees	\$1,435.00
07	City Council	\$1,435.00
08	Professional Association	\$1,435.00
09	Unclassified-AFSCME-Represented	\$ 119.00
10	Unclassified-Non-Represented	\$ 119.00


Plus administrative fees and Contingency Fund assessments.

Section 2. That the City of Carson has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

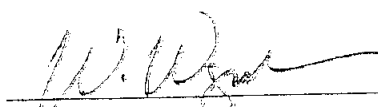
PASSED, APPROVED and ADOPTED this 19th day of November, 2013.

  
Mayor Jim Dear

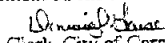
ATTEST:

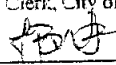
  
City Clerk Donesia L. Gause, CMC

APPROVED AS TO FORM:

  
City Attorney

I hereby certify that this document is a full, true, and correct copy of the document on file in this office.

  
City Clerk, City of Carson, CA

By:   
Date: 11/25/2011



STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    ) ss  
CITY OF CARSON                )

I, Donesia L. Gause, City Clerk of the City of Carson, California, do hereby certify that the whole number of members of the City Council is five; that the foregoing resolution, being Resolution No. 13-112 was duly and regularly adopted by said Council at a regular meeting duly and regularly held on the 19<sup>th</sup> of November, 2013, and that the same was passed and adopted by the following vote:

AYES:       COUNCIL MEMBERS: Mayor Dear, Santarina, Gipson, Davis-Holmes and Robles  
NOES:       COUNCIL MEMBERS: None  
ABSTAIN: COUNCIL MEMBERS: None  
ABSENT:    COUNCIL MEMBERS: None

  
\_\_\_\_\_  
City Clerk Donesia L. Gause, CMC

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# EXHIBIT D



RESOLUTION NO. 10-077

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF CARSON, CALIFORNIA,  
ESTABLISHING THE SALARY AND BENEFITS  
FOR UNCLASSIFIED MANAGEMENT EMPLOYEES

JULY 1, 2010 – JUNE 30, 2011

ADOPTED JULY 21, 2010



THE CITY COUNCIL OF THE CITY OF CARLSON, CALIFORNIA, DOES HEREBY  
RESOLVE AS FOLLOWS:

ARTICLE I  
DEFINITION OF TERMS

The following terms shall have the meanings set forth in this article.

**SECTION 1 - ACTING DUTY:**

The performance of the duties by an employee in a classification with a higher pay range than the employee's usual classification. This assignment is on a temporary basis.

**SECTION 2 - CLASSIFICATION:**

A position or positions assigned to the same job title.

**SECTION 3 - DAY:**

A calendar day.

**SECTION 4 - UNCLASSIFIED EMPLOYEE:**

An individual compensated through the City payroll and appointed to one of the following classifications:

- City Manager
- Administrative Services General Manager
- Development Services General Manager
- Economic Development General Manager
- Public Services General Manager
- City Engineer
- Finance Officer
- Human Resources Officer
- Planning Officer

**SECTION 5 - LEAVE:**

An authorized leave of absence from work.

**SECTION 6 - POSITION:**

The duties and responsibilities assigned to an employee within a classification.

## SECTION 7 - PREVAILING PAY RATE:

The basic pay rate within a pay range paid to an employee for the performance of the duties of the classification.

## SECTION 8 - EMPLOYEE:

An individual performing the duties and responsibilities of the job titles listed in Section 4 of this Article.

## SECTION 9 - WORKDAY:

A workday is any 24-hour period within a seven consecutive day (168-hour) workweek.

## SECTION 10 - WORKWEEK:

A workweek is a fixed and regularly recurring period of 168 hours - seven consecutive 24-hour periods (workdays) - which begins at 12:01 a.m. on Saturday and ends at 12:00 a.m. on Friday.

## SECTION 11 - WORK SCHEDULE:

A work schedule is a 40-hour per week schedule consisting of:

- 11.1 Eight (8) hours in a workday for five (5) consecutive workdays within a workweek; or
- 11.2 Ten (10) hours in a workday for four (4) consecutive workdays within a workweek.

## ARTICLE II COMPENSATION

### SECTION 1 - SALARY RANGE ADJUSTMENTS OF UNCLASSIFIED MANAGEMENT EMPLOYEES & FURLOUGH DAYS:

- 1.1 FY 2010/11: No COLA.
- 1.2 General Managers' pay ranges shall be assigned and maintained at a range that is at least 20% higher than the range assigned to their highest paid subordinate or manager.

- 1.3 Pursuant to Code of Federal Regulations, Title 29, Section 541.710, during the 2010/11 fiscal year, which commences on July 1, 2010, and concludes on June 30, 2011, Unclassified Management employees acknowledge and agree to be "furloughed" and will not receive pay for a minimum of twelve (12) furlough days. The date of each furlough day shall be determined by City's City Manager within forty-five (45) days of the Effective Date of this resolution.

#### SECTION 2 - LONGEVITY PAY:

- 2.1 The City agrees to pay Unclassified Management employees 2½% of their prevailing pay rate as longevity pay commencing after they have attained fifteen (15) years service credit.
- 2.2 The City agrees to pay Unclassified Management employees an additional 2½% of their prevailing pay rate as longevity pay commencing after they have attained twenty (20) years service credit.
- 2.3 The City agrees to pay Unclassified Management employees an additional 2½% of their prevailing pay rate as longevity pay commencing after they have attained thirty (30) years service credit.

#### SECTION 3 - CITY MANAGER PROVISIONS:

All provisions of this resolution apply to the City Manager with the exception of automobile allowance which is contained in a separate contract for the City Manager.

#### SECTION 4 - ACTING DUTY PAY:

- 4.1 The City Manager, or his/her designee, may appoint an employee to acting duty status to perform the duties of a higher classification that is vacant, either permanently or temporarily, or newly created, subject to numbers 4.2 through 4.19 below.
- 4.2 An employee may serve in acting duty status only until such time as the City Manager, or his/her designee, makes a regular appointment to the classification or until such time that the incumbent employee returns to work. Only employees in good standing, e.g. not currently rated unsatisfactory, not currently on a work improvement plan, or not currently having disciplinary action pending or in effect, may be appointed to acting duty.
- 4.3 An acting duty appointment may be effective for a period of up to thirty (30) days, except for special circumstances as defined by the City Manager, or his/her designee. The City Manager, or his/her designee, may extend an acting duty appointment, at their sole discretion. Special circumstances include, but are not limited to, needing required licenses, certificates, or degrees, or needing certain training or abilities.



- 4.4 An employee appointed to acting duty status shall be paid a rate not less than the minimum pay range for the acting classification. Acting duty pay shall be at least 10% more than the employee's prevailing pay rate.
- 4.5 An employee appointed to acting duty status shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.
- 4.6 While serving in acting duty status an employee shall continue to receive any pay adjustments, advancements and fringe benefit increases granted to the employee's regular classification. These adjustments or advancements may cause an employee's acting duty pay rate to increase correspondingly, if still under the maximum acting pay rate noted in subsection 5 of this section.
- 4.7 An employee appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the assignment is for at least one scheduled work week (40 consecutive work hours).
- 4.8 An employee has the right to refuse or discontinue any acting duty assignment with 72-hours written notice to the employee's General Manager with a "cc" copy to the Human Resources Manager.
- 4.9 An employee may be removed from any acting duty assignment for any reason, as determined by the City Manager, or his/her designee.
- 4.10 An employee may be appointed to an acting duty assignment while serving in their initial probationary period in the City service, at the discretion of the City Manager, or his/her designee.
- 4.11 If an employee in a subordinate classification is appointed to acting duty status in a higher classification and an employee in a superior classification is bypassed, the employee in the superior classification may submit a statement of exception to the City Manager, or his/her designee. This sub-section will not apply if an employment eligibility list as noted in subsection 15 of this section was properly utilized as the list from which the subordinate employee was chosen.
- 4.12 Employees that are appointed to acting duty in positions that are FLSA exempt from overtime, will not be subject to those provisions provided by the FLSA, and will receive overtime compensation.
- 4.13 An employee in an acting duty appointment for 90 days or longer, shall receive leave and holiday pay at the acting rate for all such subsequent leaves and holidays that fall after the 90<sup>th</sup> day, provided that the position is not backfilled with another acting appointment.
- 4.14 The City shall not employ temporary or contract employees in any vacant or newly created budgeted position or for a temporary assignment where an acting appointment could be offered to a full-time employee.

- 4.15 The City shall continue a citywide policy of rotating acting duty appointments, based on the following order: 1) from the current employment eligibility list, 2) from a list of employees, within the respective division, in the immediately subordinate classification(s) of the vacant position ranked by seniority, as defined by time in the classification(s), 3) from a list of employees, within the respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, as defined by time in the classification(s), 4) from a list of employees, from outside the respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, as defined by time in the classification(s). An acting appointment from outside the work group can only be made upon the approval of the General Managers of the two affected work groups. The rotation of acting appointments should be used for all periods exceeding thirty (30) calendar days, unless extended by the City Manager or his/her designee. Upon completion of the acting assignment, the employee will be placed at the bottom of the acting rotation list. For an employee that was previously not eligible for acting duty but subsequently becomes eligible, their name will be added to the rotation list in seniority order. Copies of acting duty rotation lists should be provided to both Human Resources and Payroll.
- 4.16 An employee on an acting duty rotation list may only be by-passed by receipt of written memorandum from the employee's General Manager to the employee stating the reasons for omission from this round of acting duty. Such notice shall be provided within one week. The memo shall state whether the employee is being placed on the bottom of the list i.e. to gain more experience, etc. or whether they are being left at the top of the rotating list for the next available acting assignment i.e. a shorter term acting assignment. An employee may not be removed from an acting duty eligibility list without their written permission.
- 4.17 When an employee is appointed to an acting position, his regular position will not be automatically filled by a subordinate employee in an acting capacity (cascading acting) unless the anticipated work load in that unit will be sufficient to warrant this action. This decision will be made in consultation with the division's supervisors, manager and the work group's General Manager.
- 4.18 The "Notification of Acting Appointment" form (Form 1201/1099), must be completed and authorized by both the City Manager, or his/her designee, and the Human Resources Officer prior to the first day of the acting assignment, unless unforeseen circumstances occur which prevent such completion.
- 4.19 Although employees may be given the opportunity to accept an acting duty assignment, the placement in acting duty assignments will not negate the need to meet the required minimum qualifications of the position during the recruitment process for that position.

## SECTION 5 - PROFESSIONAL DEVELOPMENT PAY:

The City agrees to provide each Unclassified Management employee, within the first quarter of each fiscal year the sum of eight hundred dollars (\$800.00), for reimbursement in anticipation of expenditures for professional development. Such expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software; books, reference publications or other educational materials; membership or association fees; or any other expenses which promote the professional development of the Unclassified Management employee and promote the best interests of the City.

## SECTION 6 - SALARY ADVANCEMENT:

6.1 Advancement shall mean a pay rate increase given to an Unclassified Management employee contingent upon merit and performance, within the pay range established for the Unclassified Management employee's classification. An Unclassified Management employee's pay rate increase shall be effective the first day of the payroll period closest to the date the Unclassified Management employee is granted the advancement.

6.2 In addition to those conditions provided for in standard management procedures, Unclassified Management employees shall be eligible for advancement when the Unclassified Management employee's length of satisfactory service in their classification satisfies at a minimum the following requirements:

Monthly Rate Step A	Monthly Rate Step B	Monthly Rate Step C	Monthly Rate Step D	Monthly Rate Step E	Monthly Rate Step F
Date of appoint- ment	6 mos. after appt.	12 mos. after appt.	after at least 12 months in Step C	after at least 12 months in Step D	after at least 12 months in Step E

6.3 The City Manager has the sole discretion to authorize salary advancements of Unclassified Management employees.

## SECTION 7 - AUTO ALLOWANCE:

7.1 Effective July 1, 2010, the City shall reimburse General Manager's for use of their personal automobiles for official City business at the rate of six hundred dollars (\$600.00) per month. Effective July 1, 2010, the City shall reimburse the City Engineer, Finance Officer, Human Resources Officer and Planning Officer for use of their personal automobiles for official City business at the rate of five hundred dollars (\$500.00) per month.

- 7.2 Effective August 1, 2010, the City shall reimburse General Manager's for use of their personal automobiles for official City business at the rate of five hundred dollars (\$500.00) per month. Effective August 1, 2010, the City shall reimburse the City Engineer, Finance Officer, Human Resources Officer and Planning Officer for use of their personal automobiles for official City business at the rate of four hundred dollars (\$400.00) per month.

#### SECTION 8 - REDEMPTION OF ACCUMULATED LEAVE:

- 8.1 During the 2010/11 fiscal year, Unclassified Management employees agree not to be entitled to redeem for cash accrued leave(s); provided, however, that any leave accrued during the 2010/11 fiscal year will continue to accumulate and if necessary, maximum accrual caps will be waived by City during the periods of the suspension of leave redemptions. During the 2011/12 fiscal year, Unclassified Management employees may redeem any accumulated leave in each calendar year of this resolution up to the hours indicated in 8.2, 8.3 and 8.4 of this Section. Sick leave shall be redeemed at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed. All other types of leave shall be redeemed at a rate of one (1) hour of pay for each one (1) hour of leave redeemed.
- 8.2 The City Manager may redeem up to one hundred eighty (180) hours of any accumulated leave in each calendar year as described in 8.1 above.
- 8.3 The General Managers may redeem up to one hundred twenty (120) hours of any accumulated leave in each calendar year as described in 8.1 above.
- 8.4 The City Engineer, Finance Officer, Human Resources Officer and Planning Officer may redeem up to one hundred (100) hours of any accumulated leave in each calendar year as described in 8.1 above.

#### SECTION 9 - REDEVELOPMENT AGENCY MEETING PAY:

The City shall pay thirty dollars (\$30.00) for attendance at each adjourned or special Redevelopment Agency meeting to all persons required to attend such meetings.

#### SECTION 10 - PAYDAY AND PAYCHECK DISTRIBUTION:

- 10.1 Payday shall be bi-weekly on Thursday.
- 10.2 Paychecks shall be dated and distributed bi-weekly on the Thursday payday.
- 10.3 If any pay date falls on a holiday, the pay date shall be the preceding Wednesday.

## SECTION 11 - OVERPAYMENT REMEDY:

Unclassified Management employees covered herein shall reimburse the City for any overpayment of wages or benefits. Unclassified Management employees shall notify the City within the next available working day of any such overpayment. Said reimbursement shall not be required until the City notifies the affected Unclassified Management employee in writing. Reimbursement may be accomplished by lump-sum deduction made on the next subsequent employee payroll warrant following overpayment notification, or by other reasonable repayment method acceptable to the Unclassified Management employee and the City, except that the lump-sum deduction shall be required if the next subsequent employee payroll warrant is the final or termination warrant issued to the affected Unclassified Management employee. The Human Resources Department shall not unreasonably withhold approval of payroll deductions to recover the overpayment.

## SECTION 12 - RELOCATION REIMBURSEMENT

The City agrees to provide relocation reimbursement to Unclassified Management employees. Relocation shall apply to reasonable moving costs related to acceptance of employment with the City of Carson. Such costs, not to exceed \$2,500.00, shall be payable within six months of appointment.

## ARTICLE III INSURANCE AND RETIREMENT BENEFITS

### SECTION 1 - HEALTH INSURANCE PREMIUM:

- 1.1 Effective July 1, 2010, the City shall pay up to, but not exceed, the total amount of one thousand, one hundred and ten dollars (\$1,110.00) per month for health insurance provided by the City for each Unclassified Management employee and his/her eligible dependents, with a cafeteria cap on the use of excess monies of one hundred fifty-five dollars (\$155.00) per month for employee-only coverage and one hundred and forty-four dollars (\$144.00) per month for employee-plus-one coverage.
- 1.2 Unclassified Management employees may elect to discontinue or not elect health insurance coverage provided that they submit written proof of equivalent health insurance coverage. Unclassified Management employees electing to discontinue or not electing health insurance coverage shall receive either 75% of the amount previously paid on the premium or 75% of the lowest 2-party premium, whichever is greater, to be put into a City-sponsored deferred compensation plan credited to the Unclassified Management employee.
- 1.3 Unclassified Management employees shall have the right to use monies remaining from the monthly sum originally provided for health insurance to purchase additional term life insurance, vision care and/or long term care insurance offered by the City.



## SECTION 2 - DENTAL INSURANCE PREMIUM:

- 2.1 The City shall pay up to, but not to exceed the amount of \$87.00 per month for dental insurance premium provided by the City for each Unclassified Management employee and his/her eligible dependents.
- 2.2 Unclassified Management employees may elect to discontinue or not enroll for dental insurance provided that they submit written proof of equivalent coverage. Unclassified Management employees electing to discontinue or not enroll for dental insurance shall receive 75%, or \$65.25, to be placed into a City-sponsored deferred compensation plan credited to the Unclassified Management employee.

## SECTION 3 - LIFE INSURANCE PREMIUM:

- 3.1 The City shall provide the City Manager with term life insurance coverage of not less than two hundred fifty thousand dollars (\$250,000.00) after an evidence of insurability (EOI) form is submitted and approved by the City's life insurance carrier; if the EOI form is not submitted, \$110,000.00 is the maximum coverage and is subject to any age reduction schedules mandated by the insurance company.
- 3.2 The City shall provide the General Managers with term life insurance coverage of not less than two hundred thousand dollars (\$200,000.00) after an evidence of insurability (EOI) form is submitted and approved by the City's life insurance carrier; if the EOI form is not submitted, \$110,000.00 is the maximum coverage and is subject to any age reduction schedules mandated by the insurance company.
- 3.3 The City shall provide the City Engineer, Finance Officer, Human Resources Officer and Planning Officer with term life insurance coverage of not less than one hundred fifty thousand dollars (\$150,000.00) after an evidence of insurability (EOI) form is submitted and approved by the City's life insurance carrier; if the EOI form is not submitted, \$110,000.00 is the maximum coverage and is subject to any age reduction schedules mandated by the insurance company.
- 3.4 Unclassified Management employees shall have the right to purchase additional (supplemental) term life insurance through the City-sponsored programs using monies remaining from the monthly sum originally provided by the City for the employees' health insurance, or, if none, by paying the additional premiums themselves through payroll deduction. The maximum additional (supplemental) term life insurance an Unclassified Management employee may purchase is up to the basic minimums listed above for each classification, provided the EOI form is submitted and approved by the City's life insurance carrier. Otherwise, the maximum additional term life insurance (supplemental insurance) an Unclassified Management employee may purchase is \$110,000.00.

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## SECTION 4 - LONG TERM DISABILITY INSURANCE PROGRAM:

4.1 The City shall provide long term disability insurance (or "LTD") benefits for the Unclassified Management employees as follows:

- a. The City shall provide an LTD insurance plan for the Unclassified Management employees under the terms, requirements and conditions set forth in the policy underwritten by Standard Insurance.

4.2 The City shall provide short term disability insurance (or "STD") benefits for the Unclassified Management employees as follows:

- a. Solely in order to provide a maximum 60-day waiting period, the City shall provide a STD insurance plan for the Unclassified Management employees under the terms, requirements and conditions set forth in the policy underwritten by Standard Insurance. Nothing herein shall bind the City to provide STD insurance coverage if an alternate LTD policy is available at a cost that is acceptable to the City with a 60-day waiting period.

4.3 After a maximum of a 60-day waiting period:

- a. An Unclassified Management employee who has been employed with the City for five (5) or more years, and who is disabled from his or her own occupation, shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her base pay rate to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave up to age sixty-five (65); and
- b. An Unclassified Management employee who has been employed with the City for fewer than five (5) years and who is disabled from his or her own occupation shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her base pay rate to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave for twenty-four (24) months. An Unclassified Management employee who has been employed with the City for fewer than five (5) years and who is disabled from all occupations shall be entitled to sixty-six and two-thirds percent (66⅔%) of his/her base pay rate to a maximum pay rate of seven thousand five hundred dollars (\$7,500.00) per month at the commencement of disability leave up to age sixty-five (65).
- c. There shall be no reduction of LTD or STD benefits for a workers compensation award.
- d. There shall be no exclusion for "soft tissue injuries", including but not limited to musculoskeletal and connective tissue disorders, strains and sprains of the cervical, thoracic and lumbosacral spine.



- e. The only allowable offsets are those listed in the Standard Insurance LTD and STD policies.

4.4 The provision of the Standard Insurance LTD Plan and the Standard Insurance STD Plan is conditioned upon the following:

- a. The continued availability of insurance coverage for LTD and/or STD at a comparable cost as set forth in the LTD and STD policies, subject only to increases in premium not to exceed applicable increases in the consumer price index for each year for the LTD and STD Plans underwritten by Standard Insurance or other insurance carrier.
- b. Eligibility for and administration of benefits under the Standard Insurance STD Plan and the Standard Insurance LTD Plan and including the determination whether an Unclassified Management employee is disabled from his or her own occupation, shall be determined by Standard Insurance, not by the City.
- c. Eligibility for and administration of benefits for existing LTD claimants, including the determination whether an Unclassified Management employee is disabled from his or her own occupation, shall be determined by the City after consultation with Standard Insurance.

4.5 Except as to the existing LTD claimants discussed in 4.1b, above, the City is not required to provide LTD and/or STD coverage or benefits on a self-funded basis, now or in the future. The City reserves the right to change the LTD carrier and/or LTD benefits provided, on such terms as the City determines are in its best interests.

4.6 For injuries and other disabilities covered under California workers' compensation laws, Unclassified Management employees shall be paid their regular pay rate for up to seventeen (17) weeks from the date of such disability ("workers' compensation leave") or until the City's workers' compensation administrator terminates workers' compensation leave either due to payment of a "compromise and release" settlement, a disability and/or service retirement, the Unclassified Management employee returns to work, or a refusal by the Unclassified Management employee to return to work following a determination by a physician that the Unclassified Management employee is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unclassified Management employee's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. If an Unclassified Management employee is approved for workers' compensation leave, the Unclassified Management employee shall not be eligible for STD or LTD benefits during the period of such workers' compensation leave. LTD eligibility for Unclassified Management employees who are still disabled after

seventeen (17) weeks shall be determined by the terms of the LTD insurance plan described in section 4.1, above.

- 4.7 Unclassified Management employees may use annual leave, administrative leave or sick leave for the additional one-third (1/3) of his or her salary while on long term disability.

#### SECTION 5 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)

- 5.1 The City shall include the Unclassified Management employees in the CalPERS "3% at 60" Plan with the following optional public agency contract provisions:

- a. The optional contract provision relating to one (1) year final compensation;
- b. The optional contract provision relating to military service credit as public service;
- c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
- d. The optional contract provision relating to City payment of the Unclassified Management employee's normal CalPERS member contribution so long as the normal member contribution established by CalPERS does not exceed seven percent (7%) of the Unclassified Management employee's salary. In the event the amount of normal CalPERS member contribution exceeds seven percent (7%) of the Unclassified Management employee's salary, the Unclassified Management employee shall be personally responsible for making any such additional CalPERS member contribution.
- e. The optional contract provision relating to the ability to participate in the part time buyback program, but solely at their own cost.

#### SECTION 6 - DEFERRED COMPENSATION PROGRAMS:

- 6.1 The City shall continue to sponsor voluntary deferred compensation programs.
- 6.2 The City agrees to match the amount, dollar for dollar, up to seven thousand dollars (\$7,000.00) per calendar year, contributed to the City Manager's deferred compensation account.
- 6.3 The City agrees to match the amount, dollar for dollar, up to six thousand dollars (\$6,000.00) per calendar year, contributed to the General Managers' deferred compensation accounts.

- 6.4 The City agrees to match the amount, dollar for dollar, up to five thousand dollars (\$5,000.00) per calendar year, contributed to the employees' deferred compensation account for the positions of City Engineer, Finance Officer, Human Resources Officer and Planning Officer.

#### SECTION 7 - VISION CARE PLAN.

The City shall sponsor a vision care plan for Unclassified Management employees. Unclassified Management employees shall pay the premium for the vision care plan and increases in the premium for the duration of this resolution. Unclassified Management employees may use monies remaining from the monthly sum originally provided by the City for health insurance to pay the premium for Vision Care.

#### SECTION 8 - SERVICE ORGANIZATION MEMBERSHIP:

- 8.1 The City shall pay up to \$350.00 for the City Manager toward the annual membership fee for one service organization or non-profit board based in Carson. The membership fee notice must be provided by the organization to the City.
- 8.2 The City shall pay up to \$250.00 for the General Managers toward the annual membership fee for one service organization or non-profit board based in Carson. The membership fee notice must be provided by the organization to the City and authorized by the City Manager.
- 8.3 The City shall pay up to \$200.00 for the City Engineer, Finance Officer, Human Resources Officer and Planning Officer toward the annual membership fee for one service organization or non-profit board based in Carson. The membership fee notice must be provided by the organization to the City and authorized by the City Manager.

### ARTICLE IV SAFETY

#### SECTION 1 - SAFETY RESPONSIBILITIES:

- 1.1 The City shall make a good faith effort to provide and maintain a safe and healthful place of employment.
- 1.2 The City shall encourage Unclassified Management employees to perform their assigned duties safely using the practices, means, methods, operations, and processes prescribed by law, occupational safety or health standard, safety order, or safety rule and regulation. Unclassified Management employees shall report any unsafe practices, equipment, or hazardous conditions promptly to their immediate supervisor.

- 1.3 The City shall not require nor permit any Unclassified Management employee to go or be in any employment or place of employment not reasonably safe and healthful.
- 1.4 The City shall not discipline any Unclassified Management employee for refusing to perform tasks in the performance of which any law, occupational safety or health standard, or safety order would be violated, and if such violation would create a real or apparent hazard to the Unclassified Management employee.

## **SECTION 2 - SAFETY DEVICES AND SAFEGUARDS:**

The City shall furnish and the Unclassified Management employees shall use safety devices and safeguards. The City shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render City employment safe and healthful.

## **SECTION 3 - USE OF VETERANS PARK SPORTS COMPLEX:**

All City employees and their families shall be entitled to use all facilities and programs at Veterans Sports Complex at the rates below:

Employee - \$100.00 per year

Employee and family - \$150.00 per year

Employees who renew memberships shall receive the same percentage discount on the above prices as the general public receives at the time of renewal. For the purposes of this section, family shall mean those family members eligible for coverage under the PERS Health Insurance provided by the City.

## **ARTICLE V** **CITY RIGHTS**

### **SECTION 1 - EXCLUSIVE CITY RIGHTS AND AUTHORITY:**

The City retains the exclusive right to manage and direct the performance of City services and the workforce performing such services. The City retains the exclusive right to exercise its right to manage and direct the performance of the City services and the workforce performing such services. The following matters shall not be subject to the meet and confer process, but shall be within the exclusive authority of the City. Unclassified Management employees have no rights to meet and confer on any of the City's rights or the effects of the exercise of any of its rights.

The consideration of the merits, necessity, or organization of any service or activity conducted by the City shall include but not be limited to the City's right to:

- a. Determine issues of public policy;
- b. Determine and change the facilities, methods, means, and personnel by which City operations are to be conducted;
- c. Expand or diminish services;
- d. Determine and change the number of locations, relocations, and types of operations and processes and materials to be employed in carrying out all City functions, including but not limited to the right to subcontract any work or operation;
- e. Determine the size and composition of the workforce, or accept work of employees in accordance with requirements as determined by the City and to establish and change work assignments;
- f. Determine job classifications;
- g. Appoint, transfer, promote, demote and lay off employees for lack of work or other appropriate reasons;
- h. Initiate disciplinary action for legitimate reasons;
- i. Determine policies, procedure, and standards for selection, training, and promotion of employees;
- j. Establish employee performance standards, including but not limited to quality and quantity standards;
- k. Maintain the efficiency of governmental operations;
- l. Exercise complete control and discretion over its organization, and the technology of performing its work and services;
- m. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services;
- n. Determine any and all necessary actions to carry out its missions in emergencies.

The exclusive decision making authority of the City on matters involving City rights and authority shall not be in any way, directly or indirectly, subject to the grievance procedure. The employees may grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters not reserved to the City.

**ARTICLE VI**  
**MISCELLANEOUS PROVISIONS**

**SECTION 1 - UNCLASSIFIED MANAGEMENT EMPLOYEES:**

The authority of the City to institute disciplinary action against the General Managers, the City Engineer, Finance Officer, Human Resources Officer or Planning Officer, and the rights of those employees with respect to such disciplinary action shall be governed by the provisions of Ordinance No. 78-455 of the City amending the Carson Municipal Code, Chapter 9, Article II, Section 2903.

**SECTION 2 - JURY DUTY/COURT SUMMONS/SUBPOENA:**

Unclassified Management employees summoned to a court to provide testimony on behalf of the City or as directed by the City Manager, shall be paid their prevailing rate during such court service. Pay for jury service shall be limited to ten (10) working days in any one calendar year.

**SECTION 3 - VACATION LEAVE:**

The City shall provide Unclassified Management employees with vacation leave subject to the following conditions:

3.1 Unclassified Management employees shall be credited with vacation leave at the following rates:

- i. Ten (10) hours for each month of service or major portion thereof from the date of appointment;
- ii. Thirteen and thirty-three hundredths (13.33) hours for each month of service or major portion thereof upon commencement of the Unclassified Management employee's eleventh year of service.
- iii. Upon the twentieth anniversary date, Unclassified Management employees will be credited with ten (10) hours of vacation leave, in addition to the credit under Section 3.1.ii.
- iv. Upon the twenty-first anniversary date, Unclassified Management employees will be credited with ten (10) hours of vacation leave, in addition to the credit under Sections 3.1.ii and 3.1.iii.
- v. Upon the twenty-second anniversary date, Unclassified Management employees will be credited with ten (10) hours of vacation leave, in addition to the credit under Sections 3.1.ii, 3.1.iii, and 3.1.iv.

- vi. Upon the twenty-third anniversary date, and each anniversary date thereafter, Unclassified Management employees will be credited with ten (10) hours of vacation leave in addition to the credit under Sections 3.1.ii, 3.1.iii, 3.1.iv, 3.1.v.

3.2 Unclassified Management employees shall not be credited with vacation leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month.

3.3 Unclassified Management employees may use vacation leave only after completing their initial six (6) months of service. Unclassified Management employees shall not use less than one (1) hour of vacation leave at any one time.

3.4 Except during the 2010/11 and 2011/12 fiscal years, Unclassified Management employees shall not accrue more than a total of six hundred (600) hours of vacation leave. During the 2010/11 and 2011/12 fiscal years, the maximum accrual cap for vacation leave shall be waived.

#### SECTION 4 - SICK LEAVE:

The City shall provide Unclassified Management employees with sick leave subject to the following conditions:

4.1 Unclassified Management employees shall be credited with sick leave at the rate of ten (10) hours of sick leave for each month of service or major portion thereof. Sick leave shall not be credited for leaves of absence without pay exceeding eighty (80) working hours in any calendar month.

4.2 Except during the 2010/11 and 2011/12 fiscal years, Unclassified Management employees may accrue a maximum of one thousand forty (1,040) hours of sick leave hours. Unclassified Management employees may use accrued sick leave only after completing their initial month of service. During the 2010/11 and 2011/12 fiscal years, the maximum accrual cap for sick leave shall be waived.

4.3 Unclassified Management employees may not use sick leave at their discretion, but only in cases of actual personal sickness. Sick leave shall be used for medical and dental appointments and pregnancy.

4.4 When an Unclassified Management employee uses sick leave, the Unclassified Management employee will complete and submit a signed leave request form stating the need for such sick leave, including partial day absences. When an Unclassified Management employee uses sick leave in excess of two (2) consecutive working days, the City may require an Unclassified Management employee to present, upon return to work, a medical certification signed by a physician or licensed medical practitioner verifying the need for such sick leave.

- 4.5 When an Unclassified Management employee wishes to use accrued sick leave, the Unclassified Management employee shall notify the City Manager and/or General Manager, as applicable, either before, or within one (1) hour after the time set for beginning the work period, of the intended absence due to sickness, unless the Unclassified Management employee is incapacitated and physically unable to provide the required notification. Unclassified Management employees on sick leave shall regularly inform the City Manager and/or General Manager of their physical condition.
- 4.6 When an Unclassified Management employee separates from the City service for whatever reason the Unclassified Management employee shall be compensated for one-half (1/2) the value of accrued sick leave. The value of accrued sick leave shall be calculated using such Unclassified Management employee's prevailing pay rate on the date of the employee's separation from City service.
- 4.7 The City shall provide Unclassified Management employees with thirty (30) days of sick leave at the time of hire. Sick leave advanced to Unclassified Management employees under this section shall be considered to be loaned to the Unclassified Management employee and the Unclassified Management employee shall not accrue additional sick leave for a thirty (30) month period.

#### SECTION 5 - HOLIDAY LEAVE:

The City shall provide Unclassified Management employees with the following thirteen holidays with pay subject to the following conditions:

- 5.1 January 1 (New Years Day)  
The third Monday in January (Martin Luther King Day)  
The third Monday in February (President's Day)  
March 31<sup>st</sup> (Cesar Chavez Day)  
The last Monday in May (Memorial Day)  
July 4<sup>th</sup> (Independence Day)  
The first Monday in September (Labor Day)  
November 11<sup>th</sup> (Veteran's Day)  
The fourth Thursday in November (Thanksgiving Day)  
December 25<sup>th</sup> (Christmas)  
Three (3) floating holidays (30 hours); and  
Every day proclaimed by the President, Governor, or Mayor of this City as a public holiday.
- 5.2 When any day granted as a holiday falls on a Friday, Saturday or Sunday, the following Monday shall be considered the holiday. In order to be paid for the holiday, the employee must work the scheduled work period immediately before the holiday unless the employee is absent from the scheduled work period immediately before the holiday on authorized paid leave.

5.3 In the event that the Mayor or the City Council declares a portion of the day before Christmas (December 24th) or a portion of the day before New Year's Day (December 31st) to be a holiday, the employee must use such additional holiday leave when granted, and such leave cannot be accrued. Any Unclassified employee absent on other paid leave when such additional holiday leave is granted shall not receive compensatory leave or additional pay because of their absence.

5.4 Floating holiday leave shall be provided to Unclassified Management employees subject to the following conditions:

The Unclassified Management employee's immediate supervisor has the exclusive authority to approve floating holiday leave. Unless the Unclassified Management employee's use of floating holiday leave interferes with departmental operations, the Unclassified Management employee's immediate supervisor shall permit the Unclassified Management employee to use floating holiday leave at the Unclassified Management employee's discretion.

- ii. Unclassified Management employees shall not use less than one (1) hour of floating holiday leave at any one time.
- iii. Unclassified Management employees are encouraged to use floating holiday leave during the fiscal year. However, holiday leave shall be converted to vacation leave if not used by the end of the fiscal year.
- iv. When an Unclassified Management employee separates from the City service for any reason, the City shall compensate the Unclassified Management employee for any floating holiday leave not taken for floating holidays occurring prior to their separation date.
- v. New Unclassified Management employees will be credited with floating holiday leave for floating holidays which occur subsequent to their date of hire.

## SECTION 6 - ADMINISTRATIVE LEAVE:

The City shall provide Unclassified Management employees with administrative leave as time off from work, instead of pay or compensatory leave credit for overtime work, subject to the following conditions:

6.1 Effective July 1, 2010, the City Manager and General Managers shall be credited with thirty (30) hours of administrative leave for each month of service or major portion thereof. Effective August 1, 2010, the City Manager and General Managers shall be credited with fifteen (15) hours of administrative leave for each month of service or major portion thereof.

- 6.2 Effective July 1, 2010, the City Engineer, Finance Officer, Human Resources Officer and the Planning Officer shall be credited with twenty (20) hours of administrative leave for each month of service or major portion thereof. Effective August 1, 2010, the City Engineer, Finance Officer, Human Resources Officer and the Planning Officer shall be credited with five (5) hours of administrative leave for each month of service or major portion thereof.
- 6.2 Except during the 2010/11 and 2011/12 fiscal years, Unclassified Management employees shall not accrue more than three hundred (300) hours of administrative leave. During the 2010/11 and 2011/12 fiscal years, the maximum accrual cap for administrative leave shall be waived.
- 6.3 Unclassified Management employees shall use administrative leave only upon written approval of the immediate supervisor.
- 6.4 When an Unclassified Management employee separates from the City service for any reason, the City shall compensate the Unclassified Management employee for any accrued administrative leave up to a maximum of three hundred (300) hours, except if that Unclassified Management employee separates during the time that the accrual caps are waived. In that event, the Unclassified Management employee will be compensated for all accrued administrative leave. The value of accrued administrative leave shall be calculated using the Unclassified Management employee's prevailing pay rate on the date of his separation from City service.

#### SECTION 7 - WORKER COMPENSATION LEAVE:

The City shall provide Unclassified Management employees with workers' compensation leave subject to the following conditions:

- 7.1 Except as otherwise provided, an Unclassified Management employee substantially disabled by bodily injury or sickness in the course and scope of employment shall be paid his/her regular pay rate for up to seventeen (17) weeks from the date of disability, or until the City's workers' compensation insurance carrier terminates temporary disability payments either by means of a lump sum settlement or a retirement with pension, whichever occurs first.
- 7.2 When an Unclassified Management employee receives workers' compensation payments, the City shall pay such Unclassified Management employee only the difference between such workers' compensation payments and such Unclassified Management employee's regular pay rate. During the time such Unclassified Management employee is substantially disabled, such Unclassified Management employee shall continue to accrue vacation leave, sick leave, personal leave, administrative leave, and seniority for purposes of pay adjustments or advancements.

## SECTION 8 - MILITARY LEAVE:

The City shall grant military leave to Unclassified Management employees as provided in California Military and Veterans Code Sections 389 through 395. An Unclassified Management employee on ordered military leave shall be paid their regular pay rate in addition to their military pay.

## SECTION 9 - LEAVE OF ABSENCE WITHOUT PAY:

The appointing authority has the exclusive authority to approve an Unclassified Management employee's request for leave of absence from work without pay. Such leave of absence shall not be approved unless the Unclassified Management employee provides the appointing authority with a written reason for the request. If the appointing authority approves such leave of absence for a period of ten (10) working days or less, the Unclassified Management employee shall not lose any seniority for such leave of absence. After the expiration of an approved leave of absence without pay, Unclassified Management employees shall be reassigned to their former classification. A leave of absence without pay will not be granted in excess of one (1) year.

The City has the authority to grant or deny an Unclassified Management employee's request for leave of absence from work without pay, except that the City shall not unreasonably deny a request for unpaid leave due to the medical disability of the Unclassified employee or a member of his/her immediate family. In accordance with Federal and/or State laws, the City has the right to grant an Unclassified Management employee's request for up to 12 weeks of unpaid, job protected leave to eligible employees for certain family and medical reasons under the Family and Medical Leave Act of 1993 (FMLA). The City shall not grant an unpaid leave in excess of one (1) year for Unclassified Management employees with five (5) years or less seniority, in excess of three (3) years for Unclassified Management employees with more than ten (10) years seniority. An Unclassified Management employee on an unpaid leave for 61 days or more shall not accrue seniority for that portion of the leave over 50 days. After the expiration of the unpaid leave, the Unclassified Management employee shall be assigned to his/her former classification. The Unclassified Management employee requesting the leave shall state in writing the reasons for the request.

## SECTION 10 - TIME OFF FOR VOTING:

The City shall provide Unclassified Management employees with time off for voting subject to the following conditions:

- 10.1 When an Unclassified Management employee claims not to have sufficient time outside of working hours to vote at a statewide election, the Unclassified Management employee may, without loss of pay, with the approval of the Human Resources Officer, take off enough working hours which when added to the voting hours available outside of working hours will enable the Unclassified Management employee to vote. The Human Resources Officer may not

authorize an Unclassified Management employee to take off more than two (2) hours from work for voting with pay. The time off authorized for voting shall be only at the beginning or end of a work period, whichever allows the Unclassified Management employee the most time for voting and the least time off from work.

- 10.2 If the Unclassified Management employee knows or has reason to believe that time off for voting shall be necessary on election day, the Unclassified Management employee shall notify the Human Resources Officer of that fact at least two (2) work periods in advance.

#### **SECTION 11 - DISCRETIONARY LEAVE:**

- 11.1 All discretionary leave taken by the General Manager shall be approved, in advance, by the City Manager and shall be without pay.
- 11.2 All discretionary leave taken by the City Engineer, Finance Officer, Planning Officer or Human Resources Officer shall be approved, in advance, by his/her General Manager and shall be without pay.

#### **SECTION 12 - LEGAL COUNSEL:**

The City agrees to provide legal counsel for Unclassified Management employees in matters in which an Unclassified Management employee must provide a legal defense for job related matters other than a grievance in accordance with state law.

### **ARTICLE VII MODIFICATION AND DURATION**

#### **SECTION 1 - MODIFICATION AND WAIVER:**

This resolution contains all the terms, covenants and stipulations of employment for Unclassified Management employees and supersedes all prior resolutions and practices. The City's Personnel Rules do not apply to Unclassified Management persons covered by this resolution. Except as provided in Article V, Section 1 of this resolution and subject to the provisions of the City's Municipal Code, the City and the persons covered by this resolution may, upon mutual agreement, meet and discuss any subject or matter covered by this resolution.

#### **SECTION 2 - SEVERABILITY:**

In the event that any article, section, or subsection of this resolution shall be declared invalid by any court or any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this resolution, or impose additional obligations on the City, the City and the employees shall discuss the affected article, section or subsection. In such event, all other articles, sections or subsections of this resolution not affected shall continue in full force and




effect.

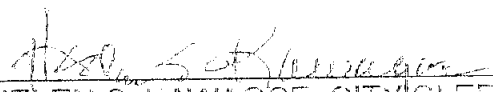
SECTION 2 - DURATION:

- 2.1 This resolution shall be binding on the City and Unclassified Management employees when adopted by City Council.
- 2.2 Except as otherwise provided herein, this resolution shall be in full force and effect from July 1, 2010, and shall remain in full force and effect up to and including June 30, 2011.
- 2.3 This resolution supersedes Resolution 10-191.

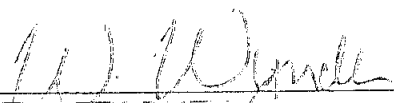
PASSED, APPROVED and ADOPTED this 21<sup>st</sup> day of July, 2010.

  
MAYOR JIM DEAR

ATTEST:

  
HELEN S. KAWAGOE, CITY CLERK, MMC

APPROVED AS TO FORM:

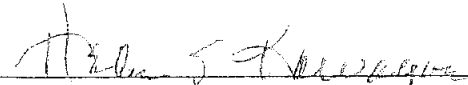
  
CITY ATTORNEY



STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            ) ss.  
CITY OF CARSON                        )

I, Helen S. Kawagoe, City Clerk of the City of Carson, California, do hereby certify that the whole number of members of the City Council is five; that the foregoing resolution, being Resolution No. 10-077 was duly and regularly adopted by said Council at a regular meeting duly and regularly held on the 21st day of July, 2010, and that the same was passed and adopted by the following vote:

AYES:	COUNCIL MEMBERS:	Mayor Dear, Santarino, Gipson, Davis-Holmes and Ruiz-Rapel
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

  
\_\_\_\_\_  
City Clerk Helen S. Kawagoe

# EXHIBIT E



RESOLUTION NO. 11-028

A RESOLUTION OF THE CITY COUNCIL

OF THE CITY OF CARSON, CALIFORNIA.

AMENDING RESOLUTION NO. 10-077

TO INCORPORATE CERTAIN CHANGES TO

THE RETIREMENT, POST-RETIREMENT,

AND HOLIDAY LEAVE BENEFITS

OF THE UNCLASSIFIED MANAGEMENT EMPLOYEES

FOR THE PERIOD JULY 1, 2010 – JUNE 30, 2011

ADOPTED APRIL 5, 2011

WHEREAS, the City Council adopted Resolution No. 10-077 on July 21, 2010, establishing the salary and benefits for the Unclassified Management Employees; and

WHEREAS, the City subsequently negotiated certain changes to retirement, post-retirement, and holiday benefits of the City's employees; and

WHEREAS, those changes will also affect the Unclassified Management Employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

Section 1 Resolution No. 10-077 establishing the salary and benefits for the Unclassified Management Employees is hereby amended as follows.

### ARTICLE III INSURANCE AND RETIREMENT BENEFITS

*Effective April 5, 2011, this Section 1.4 is hereby added to Resolution No. 10-077:*

#### SECTION 1 - HEALTH INSURANCE PREMIUM:

- 1.4 Eligible retired Unit members shall be covered by the health insurance provided by the City according to the rules established by CalPERS. For Unit members hired prior to the effective date of the CalPERS contract amendment providing for a two-tiered retiree health insurance program, the City shall pay the monthly health insurance premium for eligible retired Unit members' health insurance in the same monthly amount as provided for active full-time Unit members for the term of this MOU. For Unit members hired on or after the effective date of the CalPERS contract amendment providing for a two-tiered retiree health insurance program, the City shall pay a monthly health insurance premium for eligible retired Unit members' health insurance in accordance with the schedule below:

Full-Time service with Carson at time of retirement	% of difference between the required minimum contribution and the amount the City pays for active employees
0 - 4.99 years	0%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 years	100%

*This Section 5 of Article III replaces and supersedes Section 5 of Article III of Resolution No. 10-077:*

**SECTION 5 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS):**

- 5.1 For those Unclassified Management Employees hired before the effective date of the CalPERS contract amendment providing for a tiered retirement benefit, the City shall include those Unclassified Management employees in the CalPERS "3% at 60" Plan with the following optional public agency contract provisions:
- a. The optional contract provision relating to one (1) year final compensation;
  - b. The optional contract provision relating to military service credit as public service;
  - c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
  - d. The optional contract provision relating to City payment of the Unclassified Management employee's normal CalPERS member contribution so long as the normal member contribution established by CalPERS does not exceed seven percent (7%) of the Unclassified Management employee's salary. In the event the amount of normal CalPERS member contribution exceeds seven percent (7%) of the Unclassified Management employee's salary, the Unclassified Management employee shall be personally responsible for making any such additional CalPERS member contribution.
  - e. The optional contract provision relating to the ability to participate in the part time buyback program, but solely at their own cost.
- 5.2 For those Unit members hired on or after the effective date of the CalPERS contract amendment providing for a tiered retirement benefit, the City shall include such Unit members in the CalPERS "2% at 55" Plan with the following optional public agency contract provisions:
- a. The optional contract provision relating to one (1) year final compensation;
  - b. The optional contract provision relating to military service credit as public service;
  - c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;
  - d. The optional contract provision relating to City payment of a portion of the Unclassified Management Employee's normal CalPERS member contribution so long as the normal member contribution established by CalPERS does not exceed seven percent (7%) of the Unclassified



Management Employee's salary. In the event the amount of normal CalPERS member contribution exceeds seven percent (7%) of the Unclassified Management Employee's salary, the Unclassified Management Employee shall be personally responsible for making any such additional CalPERS member contribution. For Unclassified Management Employees hired on or after the date of the CalPERS contract amendment providing for two-tiered retirement and two-tiered employer paid member contributions, the Unclassified Management Employee shall pay two percent (2%) of the Unclassified Management Employee's normal member contribution.

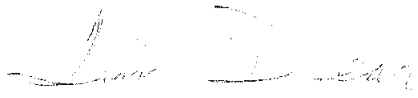
- e. The optional contract provision relating to the ability to participate in the part time buyback program, but solely at their own cost.

*These Sections 5.2 and 5.3 of Article VI replace and supersede Sections a and b of Article VI of Resolution No. 10-077:*


#### **SECTION 5 - HOLIDAY LEAVE:**

- 5.2 When any day designated as a holiday falls on a Friday or Saturday, the ten (10) hours of holiday leave will be converted to annual leave and added to the Unclassified Management employees annual leave balance. When any day designated as a holiday falls on a Sunday, the following Monday shall be observed as the holiday. In order to be paid for a holiday or get the leave conversion, the Unclassified Management employee must work his or her full regularly-scheduled workday immediately before and after the holiday unless the Unclassified Management employee is absent from any portion or all of his or her regularly-scheduled workday immediately before or after the holiday on authorized paid leave. An Unclassified Management employee shall not receive pay for a holiday, or receive the leave conversion, if any leave without pay (except furlough leave) was used by the Unclassified Management employee on his or her regularly-scheduled workday immediately before or after the holiday.
- 5.3 In the event that the Mayor or the City Council declares a portion of the day before Christmas (December 24th) or a portion of the day before New Year's Day (December 31st) to be a holiday, the Unclassified Management employee must use such additional holiday leave when granted, and such leave cannot be accrued. Unclassified Management employees absent on other paid leave when such additional holiday leave is granted shall not receive compensatory leave or additional pay because of their absence. An Unclassified Management employee shall not receive holiday pay for this half-day holiday if any leave without pay (except furlough leave) was used by the Unclassified Management employee during his or her regularly-scheduled workday immediately before or after the half-day holiday.


PASSED, APPROVED and ADOPTED this 5<sup>th</sup> day of April, 2011.

  
MAYOR JIM DEAR

ATTEST:

  
HELEN S. KAWAGOE, CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

STATE OF CALIFORNIA           )  
COUNTY OF LOS ANGELES    ) ss.  
CITY OF CARSON                )

I, Helen S. Kawagoe, City Clerk of the City of Carson, California, do hereby certify that the whole number of members of the City Council is five; that the foregoing resolution, being Resolution No. 11-028 was duly and regularly adopted by said Council at a regular meeting duly and regularly held on the 5th day of April, 2011, and that the same was passed and adopted by the following vote:

AYES:           COUNCIL MEMBERS: Mayor Dear, Ruiz-Raber, Santarina, Gipson and Davis-Holmes  
NOES:           COUNCIL MEMBERS: None  
ABSTAIN:       COUNCIL MEMBERS: None  
ABSENT:        COUNCIL MEMBERS: None

  
City Clerk Helen S. Kawagoe



# **EXHIBIT F**



CITY OF CARSON		POLICY/PROCEDURE	
NUMBER 2.11		SUBJECT Event Attendance and Reporting	
ORIGINAL ISSUE	7-23-71	EFFECTIVE	7-23-71
CURRENT ISSUE	11-18-03	EFFECTIVE	11-18-03
SUPERSEDES		CATEGORY General Administration	

## STANDARD MANAGEMENT PROCEDURE

### PURPOSE AND SCOPE

To establish a policy and standard management procedure whereby elected officials, city personnel, commission and board members are authorized to attend conferences, conventions, seminars, workshops or meetings that are of benefit to the City.

### II. GENERAL

#### A. Definitions

Conference/Convention: An official gathering of professional or governmental organizations, associations or agencies normally requiring attendance of two or more days.

Conference/Convention Costs: Expenditures incurred for registration fees, meals (if not included as part of the conference/convention), lodging and tips.

Seminar/Workshop: An official training session presented by a professional or governmental organization, association, agency or board, which requires attendance for a full working day or major portion (more than 5 hours) of a working day.

Seminar/Workshop Costs: Expenditures incurred for registration fees and meals (if not included as part of the seminar/workshop).

Meeting: Monthly or quarterly professional association meetings that may include breakfast, lunch, or dinner.

Travel Costs: Expenditures for transportation to and from the site of the scheduled event.

### III. EVENT ATTENDANCE AND REPORTING

#### A. Policy

1. All full-time employees attending conferences, conventions, seminars and workshops are subject to this policy. Conference attendance will not be

allowed for employees on long-term disability, worker's compensation or leave without pay.

2. Part-time, temporary, probationary or contract employees cannot attend conferences/conventions unless authorized by the General Manager and City Manager, as applicable.
3. Spouses or others accompanying the attendee must pay their own costs. Those costs should not be charged to nor included with City-paid costs.
4. The City Manager shall be issued a City credit card to be used solely for approved City business expenses. The City Manager will be required to account monthly for all charges and will be personally liable for unauthorized charges.
5. Event attendance is authorized on the following basis:

a. All Attendees:

Attendance must be of benefit to the City.

b. Elected Officials:

1. Annual League of California Cities conference.
2. California Contract Cities Association conference.
3. Any other conference, convention, seminar or workshop that is deemed by the elected official to be beneficial to their performance as an elected official.

c. City Manager, Assistant City Manager and General Managers:

1. Annual out-of-state professional conferences, as approved by the City Manager.
2. Annual League of California Cities conference.
3. California Contract Cities Association conference.
4. Annual statewide professional conferences.
5. Annual regional professional conferences.
6. Professional Association meetings as authorized by the City Manager.



7. The City Manager, Assistant City Manager and General Managers, or their appointed designee, may attend breakfast, lunch or dinner events sponsored by the Chamber of Commerce, Carson Coordinating Council or other businesses or community groups at City expense and on City time. (See SMP No. 3.47)

d. Managers, Chief Deputy City Clerk and Chief Deputy City Treasurer:

1. One out-of-state professional conference annually, if approved by the General Manager or City Manager, as applicable.
2. Annual League of California Cities conference, if approved by the General Manager or City Manager, as applicable.
3. One statewide professional conference annually.
4. One regional professional conference annually.
5. Professional Association meetings as authorized by the General Manager or City Manager, as applicable.
6. Members of the Association of Management Employees (AME) may attend one work-related professional event at the employee's election each fiscal year, with General Manager approval and provided funding is available. The event must be held within the Western Continental United States. This event may be in addition to any others required by the employee's General Manager. The employee shall receive no additional compensation or consideration if the employee elects not to attend a professional event in any given fiscal year.

e. Administrative Analysts, Personnel Analysts and Council Field Representative:

1. Annual League of California Cities conference, if approved by the General Manager or City Manager, as applicable.
2. One work-related professional event at the employee's election each fiscal year, with General Manager approval and provided funding is available. The event must be held within the Western Continental United States. This event may be in addition to any others required by the employee's General Manager. The employee shall receive no additional compensation or consideration if the employee elects not to attend a professional event in any given fiscal year.

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3. One regional professional conference annually.
4. Professional Association meetings as authorized by the General Manager or City Manager, as applicable.

f. Supervisors and Professional Association Members:

Supervisors and Professional Association members may attend one work-related professional event at the employee's election each fiscal year, with General Manager approval and provided funding is available. The event must be held within the Western Continental United States. This event may be in addition to any others required by the employee's General Manager. The employee shall receive no additional compensation or consideration if the employee elects not to attend a professional event of his/her choosing in any given fiscal year. Supervisors and Professional Association members may also attend business or city-related events in and out of the state as authorized by the General Manager or City Manager, as applicable.

g. Other Personnel:

1. Personnel, other than those specified above, are authorized to attend local professional events:
  - i. Upon the prior approval of the General Manager or City Manager, as applicable.
  - ii. If attendance will be of benefit to the City.
  - iii. In accordance with current labor agreements.
2. Out-of-state events must be approved, in advance, by the General Manager or City Manager, as applicable.

h. Commissions and Boards:

1. One national or statewide professional event annually per commission or board, with the one attendee designated by the commission or board.
  2. All requests must be approved by the City Council, in advance, through the agenda process.
5. In order to provide a reasonable degree of flexibility within a work group, this policy can be modified by:
- a. The substitution of a senior manager reporting to the General Manager for a General Manager who will not be attending.

- b. A General Manager may substitute one event for another, provided the costs are not in excess of the approved appropriation and if such substitution is in the best interest of the City.
  - c. City employees selected as an officer of their professional association, and whose attendance at meetings is required, may be authorized to attend by the General Manager or City Manager, as applicable, after review of request and if sufficient funding is available.
  - d. If a General Manager and his/her immediate subordinate propose to attend the same scheduled event, special approval will be required by the City Manager, if both will be absent more than one day. If both are not absent for more than one day, no prior approval is required.
6. The reimbursement of costs will be handled as stated below. For a, b, c and d, only actual costs will be reimbursed by the City, subject to the following restrictions:
- a. Registration Fees: Whenever possible, registration fees will be paid by the City, directly to the event promoter, prior to the scheduled event. Every possible effort should be made to take advantage of early (reduced fee) registration and to avoid late registration and additional fees. In the event the participant pays registration fees at the door, reimbursement will be provided upon proof of payment.
  - b. Recreational activities: Those activities that have costs which are in addition to the event registration fees and which may be attended by City employees together with other event participants for or involving purposes of rapport and communication on event-related matters or where the activities are wholly or partially event-related, may be reimbursed by the City. (from SMP No. 3.26.1)
  - c. Lodging (daily rate and applicable taxes for a single standard room only): Total estimated costs can be paid directly to the hotel, in advance, by the City. A one-night hotel stay in advance of the event will only be allowed if one cannot reasonably travel to the event on the day that the event begins. A one-night hotel stay at the end of the event will only be allowed if one cannot reasonably return home by 10:00 P.M. No overnight stay will be allowed for attendance at local events (within a one-hour drive from home). Pursuant to Federal regulations, receipts are required for reimbursement of lodging costs. Every effort should be made to stay at the conference hotel or a hotel of similar price. Should an employee choose to stay at a different hotel, the costs in excess of the conference hotel rate will be borne by the employee. Personal items such as in-room movies, spa services, excursions, etc. should be paid directly to the hotel/provider by the

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employees.

- d. Telephone Calls: City business-related telephone calls may be charged to the lodging bill. One personal call per day, not to exceed \$8, is reimbursable.
- e. Travel: The total cost of air travel including all taxes, parking fees and transfer fees will be paid directly to the City's travel agent or City employee, upon submission of invoice or receipt. Total cost is limited to the cost of a round trip coach class airfare, parking fees and transfer fees. This method of establishing total travel costs shall apply regardless of the mode of travel selected. Those electing to travel by private automobile or other mode of transportation may claim the total costs delineated above or established mileage allowance, whichever is less. Mileage must be based on the actual odometer reading from City Hall or traveler's home address, whichever results in the lesser mileage. Mileage calculations will be verified via mapquest.com.

The mode of travel should be based on the least total cost to the City after all expenses are tabulated. Travel time is based on that required via the most appropriate mode of transportation. If an attendee desires travel time in excess of the most appropriate mode of transportation, such time must be authorized by the General Manager and will be charged against the employee's accumulated leave or taken as leave without pay, as appropriate.

Ground transportation will be reimbursed at the actual cost of the taxi, bus or shuttle service. The use of a rental car will only be authorized when it is more cost effective than any other means of transportation or if other means of transportation (taxi, bus, shuttle service) are not available.

Travel time for non-exempt employees shall be accomplished outside of the employees' normal work hours when travel occurs on a non-work day. If travel must be accomplished during normal work hours on a non-work day, non-exempt employees will be paid overtime for the travel time. Non-exempt employees who are mandated by the City to attend conferences/conventions, seminars/workshops or other meetings on non-work days will be paid overtime for actual time of such attendance. With advance notice, non-exempt employees may be required to, or with approval may voluntarily, adjust their normal work schedule to attend an event scheduled on non-work days.

- f. Daily Per Diem: A daily per diem will be provided for the cost of meals, including tips.

The per diem for meals will be \$50.00 per day, including tip. Reimbursement for alcoholic beverages is prohibited. The per diem will be paid directly to the attendee in advance of the scheduled event, if properly approved forms are submitted in a timely manner. Regularly programmed event meals or banquets included in the registration fee will be excluded from the daily per diem.

1. Breakfast: \$10.00
2. Lunch: \$15.00
3. Dinner: \$25.00

In addition to the stipend for meals, an additional \$10.00 per day will be provided for incidental costs, such as tips and gratuities not associated with meals.

Employees not requesting a per diem in advance will be reimbursed for each meal on an actual basis plus tips, to a maximum of \$50.00 per day.

No per diem shall be issued for local or one-day events. Reimbursement for lunch only shall be on an actual basis plus tips.

Pursuant to Federal regulations, a final "Cash Advance/Reimbursement Authorization and Expense Record" form must be submitted, with all expenditures detailed. Receipts are not required for per diems. This expense record must be submitted within two calendar weeks of return from the scheduled event.

7. Attendance at professional or governmental events must be of benefit to the City. Each person authorized to attend an event has direct responsibility to attend all sessions at the event and is expected to return with information that can be shared with other staff members and that will be of specific value to the City, work group, department or division.
8. Meetings between City employees where meals are purchased shall not be reimbursed as "business luncheons." Such meetings or discussions should be held in City facilities and are not reimbursable. The only exception to this rule is for meetings authorized and attended by the City Manager, as allowed for in his employment contract. (from SMP 2.25)

#### IV. PROCEDURE

##### A. Responsibilities

1. City Manager, Assistant City Manager and General Managers:

- a. Determine those events that work group staff should attend and estimate the cost of attendance for each event and attendee.
  - b. Discuss work group's proposed event attendance with City Manager during the budget process.
  - c. Include costs of those events approved by the City Manager in work group's preliminary budget.
2. City Manager:
- a. Approve requests contingent upon the benefits to be derived by the City.
  - b. Include an appropriation in the work group's budget to provide for costs of attendance at all approved events and submit recommendation to City Council as part of preliminary budget.
  - c. Upon Council approval of the preliminary budget, include approved appropriation in final work group budget.
3. Attendee:
- a. Submit 5 copies of the "Cash Advance/Reimbursement Authorization and Expense Record" form and supporting documents to immediate supervisor at least two weeks prior to event registration deadline.
4. Attendee's Immediate Supervisor:
- a. Approve "Cash Advance/Reimbursement Authorization and Expense Record" form and route to General Manager.
5. General Manager:
- a. Review, approve and route "Cash Advance/Reimbursement Authorization and Expense Record" form to the Administrative Services General Manager, or City Manager, as required.
6. City Manager:
- a. The City Manager shall approve:
    - i. Requests from his/her work group staff.
    - ii. Requests from General Managers.

- iii. Other requests requiring his/her approval (part-time, etc)
- iv. Unbudgeted requests.

b. Upon approval, the City Manager shall forward the "Cash Advance/Reimbursement Authorization and Expense Record" form to the Administrative Services General Manager.

7. Administrative Services General Manager:

- a. Review requests for accuracy of amounts and account numbers, compliance with SMP, proper supporting documents and receipts, availability of funds, and appropriate signatures.
- b. If everything is in order, approve the form by signature in the appropriate box.
- c. Retain a copy of "Cash Advance/Reimbursement Authorization and Expense Record" form.
- d. Forward remaining 4 copies of the "Cash Advance/Reimbursement Authorization and Expense Record" form to the City Treasurer.

8. City Treasurer:

- a. Upon receipt of an approved "Cash Advance/Reimbursement Authorization and Expense Record" form, the City Treasurer or Chief Deputy City Treasurer shall review for accuracy, prepare check and distribute forms as follows:
  - i. A copy to be retained by the City Treasurer's Office;
  - ii. A copy to be routed to originating work group;
  - iii. A copy to the employee;
  - iv. Original copy to be returned to Administrative Services upon submittal of revolving fund replenishment request.
- b. Release check per City policy.

9. Attendee:

- a. Attend scheduled event.
- b. Upon return, submit final "Cash Advance/Reimbursement Authorization and Expense Record" form to the Administrative Services General Manager within two calendar weeks. Attach a copy of the form from the City Treasurer's Office (see 8a). Receipts are

required for all expenditures except those covered by the per diem. The attendee must sign the section certifying that all expenditures were incurred for official City business.

- c. Impart to subordinates and colleagues all information that might be of value to the City through appropriate staff meetings, short briefing sessions or a written report.

10. Commissions and Boards:

- a. Determine appropriate conference to be attended.
- b. Designate attendee.
- c. Request City Council approval of attendance, in advance, through agenda process.
- d. Commissioner or Board Member designated as attendee:
  - i. Attend scheduled event.
  - ii. Upon return, submit final "Cash Advance/Reimbursement Authorization and Expense Record" form to the Administrative Services General Manager within two calendar weeks. Attach a copy of the form from the City Treasurer's Office (see 8a). Receipts are required for all expenditures except those covered by the per diem. The attendee must sign the section certifying that all expenditures were incurred for official City business.
  - iii. Impart to colleagues all information that might be of value to the City through appropriate commission or board meetings, briefing sessions or a written report.

V. EXCEPTIONS

There will be no exceptions to these procedures unless authorized by the City Manager.

VI. AUTHORITY

  
Jerome G. Groomes  
City Manager

11/22/04  
Date

**VII. EMPLOYEE ACKNOWLEDGEMENT AND SIGNATURE**

I have read and understand the City of Carson's SMP No. 2.11 - Event Attendance and Reporting and hereby agree to adhere to said policy. In addition, I agree to submit a final "Cash Advance/Reimbursement Authorization and Expense Record" form, with all expenditures detailed, and receipts attached as required, within 2 calendar weeks of my return from the scheduled event. Finally, I understand that if I violate this SMP, my reimbursement and/or future travel may be denied.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
Date



## EDUCATION

### **CITY UNIVERSITY OF NEW YORK, MPA**

UCLA, BA, Political Science

Harvard University, Community  
Development Certificate

U.C. Riverside, Transportation  
Planning Certificate

Cal State Long Beach, Advanced  
Management Certificate

Urban Land Institute, Real Estate  
Finance, Certificate

UCLA Graduate School of Urban  
Planning (Attended)

Service to America,  
Medal

U.S. – Japan Fellow

U.S. HUD Fellow

National Urban Fellow

Senior executive expertise in  
management, policy analysis,  
operations, program development  
and evaluation, community  
development, housing, city  
planning, strategic planning,  
budgeting, public/private  
partnerships and community  
engagement.

### **CITY OF SAN DIEGO, ASSISTANT CHIEF OPERATING OFFICER**

01/2013 – 09/2013

Managed, directed and supervised public works, transportation, arts, business office, purchasing, housing, and community development. Senior advisor: infrastructure, municipal finances and budget, taxi regulations, emergency medical transportation, and business process improvements. 2,500 person staff.

Accomplishments:

- Managed \$1B of operating and capital budget expenditures.
- Revised the capital improvement program (CIP) administrative policies and procedures.
- Created and managed a taxi cab regulation advisory committee.

### **FEDERAL HOUSING FINANCE AGENCY, SENIOR ASSOCIATE DIRECTOR/SENIOR BANK EXAMINER.**

05/09 – 12/12

Revised affordable housing and community investment policies and regulations over Fannie Mae, Freddie Mac and the 12 Federal Home Loan Banks. Senior advisor: foreclosure policy, mobile home underwriting standards, and small multi-family lending.

Accomplishments:

- Established the federal affordable housing regulations applicable to Fannie Mae, Freddie Mac and the 12 federal home loan banks. The subject regulations cover \$500B worth of mortgages annually.
- Established new federal regulations applicable to Fannie Mae and Freddie relative to: mortgages for mobile homes, small multi-family lending, and mortgages in rural communities.
- Created an advisory committee to FHFA on matters related to affordable housing.
- Served as Senior Bank Examiner, specializing in credit, governance and operational risk analysis for 1.5 years.

### **CITY OF VENTURA, COMMUNITY DEVELOPMENT DIRECTOR**

4/06 – 04/09

Operational and policy oversight over: land use planning, affordable housing, community and economic development, state

EXHIBIT NO. 02

and federal grants, building and safety, and land engineering. Served as City's real estate officer. Supervised 35 employees and managed a budget of \$18M.

Highlights:

- Created a city equity fund with a mission to investment in high-tech start-up firms; a first in California.
- Managed the creation of 5 specific plans; entitlement of 2,500 housing units, a major hotel and 300,000 square feet of commercial/office space.
- Ensured city maintained full compliance with federal and state community development and grant requirements.

#### **U.S. DEPARTMENT OF JUSTICE, COMMUNITY CAPACITY DEVELOPMENT DIRECTOR**

04/04 – 04/06

Operational and policy oversight of three federal programs designed to reduce crime, revitalize communities and facilitate the return of offenders into the community. Supervised 100 employees and managed a budget of \$100M.

Highlights:

- Created the Public Housing Safety Program; a national initiative that included FBI, DEA, ATF and U.S. Attorneys to reduce crime in public housing.
- Established new federal regulations and ensured compliance with program regulations.

#### **FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC), DIRECTOR OF COMMUNITY AFFAIRS**

05/01 – 04/04

Established policies and programs that facilitated compliance with the Community Reinvestment Act by financial institutions and subsequently supervised implementation of those policies and programs. Supervised 55 employees and managed a budget of \$8M.

Accomplishment:

- Created the national award winning Money Smart program; a program designed to create viable partnerships between financial institutions and community organizations in order to help low/moderate-income people establish positive banking relationships. Awarded the prestigious **Service to America Medal** for the Money Smart program.

#### **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, LOS ANGELES OFFICE DIRECTOR**

10/98 – 05/01

Responsible for operational supervision of all HUD functions, programs, projects, grants and community initiatives in the greater Los Angeles metropolitan area. Staff of 200 and grant budget of \$2B.

Accomplishments:

- Developed the strategic plan for the HUD Los Angeles Office that became the national model for all 81 field offices.
- Organized large first time homebuyer programs and organized the first Korean American HUD in a Day community event.
- Ensured all grantees were in full compliance with HUD regulations.

#### **CITY OF MONTEBELLO, ASSISTANT ECONOMIC DEVELOPMENT DIRECTOR.**

09/95 – 09/98

Responsible for administration of affordable housing, economic development, and redevelopment programs and initiatives. Served as the City's real estate officer. Established and administered the City's affordable housing non-profit corporation. Supervised 12 employees and managed a budget of \$15M.

**Highlights:**

- Served as the CEO of the City's non-profit housing arm and developed and financed several housing projects.
- Created an award winning economic development fund via a public/private partnerships with financial institutions.
- Prepared numerous federal, state and county grant applications for economic development, transportation and affordable housing programs and ensure compliance with regulations upon award.

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG), PRINCIPAL PLANNER**

06/93 – 09/95

Prepared the Growth Management Element of the Regional Comprehensive Plan. Responsible for proposing land use strategies to accommodate the projected population of Southern California in 2020 in coordination with the transportation systems.

**Accomplishment:**

- The regional plan noted above won an American Planning award.
- Created the livable communities initiative; an initiative designed to educate elected offices about land use strategies that support a range of mobility options.
- Plan achieved compliance with federal and state requirements.

**CITY OF MONTEBELLO, SENIOR CITY PLANNER**

10/90 – 06/93

Responsible for current and advanced planning, including specific plans, updates to the General Plan (housing, land use and transportation), processing development applications and serving as inter-governmental liaison. Staff to the Planning Commission and Housing Commission. Numerous presentations to City Council and Planning Commission.

**Accomplishments:**

- Updated the City's land use, circulation and housing element of the General Plan. Established urban design guidelines.
- Developed a specific plan for a 500 acre site.
- Brought the City into full compliance with HUD regulations.