

# MEETING AGENDA

City of Huntington Beach  
PERSONNEL COMMISSION  
Wednesday, June 18, 2008  
Civic Center, Room B-8  
5:30 P.M.

## 1. CALL TO ORDER

Commissioners: Gooch, Hunt, Barton, Garner, Bush, Clemens, Lipson  
Staff Liaison: Paul Emery, Interim City Administrator  
Also present: Michele Carr, Secretary to the Personnel Commission/ Director of Human Resources, and Sandy Henderson, Administrative Aide

## 2. PLEDGE OF ALLEGIANCE

## 3. PUBLIC COMMENTS

The Personnel Commission welcomes public comments on all items on this agenda or of community interest. We respectfully request that this public forum be utilized in a positive and/or constructive manner. Please focus your comments on the issue or problem that you would like to bring to the attention of the Personnel Commission. Negative comments directed at individuals are not acceptable.

Three (3) minutes per person. Time may not be donated to others. No action can be taken by the Personnel Commission on this date unless agendaized. This is the time to address the Personnel Commission regarding items of interest or on agenda items other than public hearings.

## 4. APPROVAL OF MINUTES

Meeting of May 21, 2008

## 5. COMMISSION GOALS FOR THE COMING YEAR

This item has been placed on the agenda at the request of the Personnel Commission Chair. Staff will provide a status update (Attachment).

- Administrative Leave Policy – Human Resources Director update

## 6. LABOR RELATIONS UPDATE

- FMA Negotiations

## 7. SECRETARY'S REPORT

- Position Vacancy Report
- NEOGOV Data Report
- Legal Counsel Contract
- Personnel Commission Vacancies

## **8. COMMENTS FROM COMMISSIONERS**

Announcements, brief report regarding Commissioner activities, ask questions for clarification, request information from Staff, direction to Staff regarding a future agenda item or for the provision of information for a future meeting.

## **9. INFORMATION ITEMS**

Grievance Report – June 2008

## **10. ADJOURNMENT**

Meeting adjourned to the next regularly posted meeting of July 16, 2008.

**ITEM # 4**

**MINUTES**  
City of Huntington Beach  
**PERSONNEL COMMISSION**  
**05/21/08**

Pending approval by Personnel Commission at the meeting on 6/18/08  
(These minutes are not verbatim. A recording of the meeting is available in the Human Resources Division, lower level of City Hall, for one year following meeting date.)

**CALL TO ORDER**

Vice Chairperson Barton called the Commission meeting to order at 5:30 PM.

**ROLL CALL**

Commissioners present: Barton, Bush, Clemens, Garner, Gooch, Hunt and Lipson

Commissioners absent: None

Others Present: Michele Carr, Director of Human Resources  
Sandy Henderson, Administrative Aide

**PUBLIC COMMENTS**

None

**APPROVAL OF MINUTES**

A motion was made by Commissioner Hunt and seconded by Commissioner Barton to approve the minutes for the April 16, 2008 meeting (passed 7:0).

**PUBLIC HEARING**

5.a. Approve the compensation revision for the position of Electrical Leadworker, and reclassification of an incumbent in the position of Electrician to the position of Electrical Leadworker, in the Public Works department amending the City's Classification Plan.

A motion was made by Commissioner Hunt and seconded by Commissioner Clemens to approve the compensation revision and reclassification (passed 7:0).

5.b. Approve the revised job specification and title change for the position of Housing and Real Estate Manager to Housing Manager in the Economic Development Department amending the City's Classification Plan.

A motion was made by Commissioner Hunt and seconded by Commissioner Lipson to approve the revised job specification and title change (passed 7:0).

**COMMISSION GOALS FOR THE COMING YEAR**

Michele Carr, Director of Human Resources, provided a communication regarding Administrative Leave from Paul Emery, Interim City Administrator. The communication outlines the administrative directive to department heads regarding use of administrative leave. The intent is to provide information to the Commission regarding employees placed on administrative leave and reason for leave. Discussion ensued resulting in a request from the Commissioners to make minor language modifications in the directive

MINUTES  
City of Huntington Beach  
**PERSONNEL COMMISSION**  
**05/21/08**

for clarification purposes. Chairperson Gooch thanked Mr. Emery on behalf of all the Commissioners for addressing this long standing issue. Mr. Gooch commented the directive seems to satisfy their request and will review the procedure over the next few years to see how it is being implemented.

**LABOR RELATIONS UPDATE**

Ms. Carr reported that negotiations continue with Fire Management Association (FMA). The goal is to get a successor agreement before the current one expires.

**SECRETARY'S REPORT**

Ms. Carr reported on position vacancies in each department as well as an update on the NEOGOV application program.

**COMMENTS FROM COMMISSIONERS**

Commissioner Barton inquired on the status of the Request for Proposal for legal counsel to the Commission. Ms. Carr reported the City Attorney's office extended a contract to Mr. Murphy and expects the finalized contract to be available at the next meeting.

Commissioner Hunt expressed concern regarding the length of the grievance period on the Grievance Status Report. Ms. Carr responded that the list of hearing officers will hopefully be updated to create more options. Mr. Hunt requested that the Commissions voice their interest to the City Attorney's office to intervene in this situation to expedite this process. Chairman Gooch recommended sending a communication to the City Attorney briefly explaining their concerns.

Commissioner Hunt inquired on the status of the City Administrator recruitment. Ms. Carr replied that the final interviews are scheduled in June.

Commissioner Lipson inquired if the City of Huntington Beach has any plans to rescind pay raises that were scheduled. Ms. Carr reported there are no such plans and the budget is healthy.

**INFORMATION ITEMS**

None

**ADJOURNMENT**

The meeting adjourned at 6:12 PM to the next regularly scheduled meeting of June 18, 2008.

**ITEM # 5**

## Goals for the Personnel Commission & Staff

- Continue to recruit qualified applicants and provide timely eligibility lists to the hiring authority.
- Conduct job description reviews on a three year cycle to ensure meeting changing needs of the City.
- Develop new classes to meet changing needs of the City.
- Review and update the Personnel Rules to improve, clarify and keep current with changes in the State and Federal Laws as well as the needs of the City.
- Design and conduct a Personnel Commission Orientation during the calendar year of 2008.

**ITEM # 7**

# Vacant Position List

For Pay Period Ending **05/30/2008**

## RECRUITMENT STATUS REPORT

### IMPORTANT

*This report highlights status of actual vacancies only. It is a SNAPSHOT of the last day of the reported pay period. It does **not** include reallocations of positions, the impact of acting or underfilled assignments in a higher class, nor any activity that has occurred since the end of the reported pay period.*

DEPT	JOB TITLE	QTY	STATUS
<b>CITY ADMINISTRATOR</b>			
	Energy Project Manager	1	Job offer in progress
<b>CITY ATTORNEY</b>			
	Deputy City Attorney I	1	On Hold per dept request
<b>CITY TREASURER</b>			
	Accounting Tech Supervisor	1	Pending requisition
<b>BUILDING AND SAFETY</b>			
	Building Inspector III	1	Job offer in progress with underfill at level I.
	Plan Check Engineer	1	Recruitment open - continuous filing
<b>COMMUNITY SERVICES</b>			
	Beach Maint Operations Mgr	1	Pending coordination w/dept in July
	Human Services Program Supvr	1	On Hold per dept request
<b>ECONOMIC DEVELOPMENT</b>			
	Economic Dev Project Manager	1	Oral board 6/25/08
	Housing & Real Estate Manager	1	Job spec undergoing revision approvals before recruitment opens

**FINANCE**

Senior Accountant	1	Dept requested underfill w/Accounting Tech I - Eligible list certified 6/4/08
-------------------	---	---

**FIRE**

Fire Engineer	6	Eligible list certified 4/30/08 - 4 promotions effective 6/14/08
Fire Protection Analyst	1	Recruitment open - continuous filing
Firefighter Paramedic	4	Eligible list certified 4/16/08 - backgrounds in progress
Office Assistant II	1	On hold per dept request

**HUMAN RESOURCES**

Principal Personnel Analyst	1	Eligible list certified- 3/24/08
Safety & Loss Prevention Analyst	1	Eligible list certified- 5/21/08

**INFORMATION SERVICES**

Info Systems Analyst III	1	Written Test - 6/12/08
Info Systems Tech I	1	Eligible list certified

**PLANNING**

Administrative Secretary	1	Eligible list certified 5/21/08
Associate Planner	1	Closes 7/3/08

**POLICE**

Crime Scene Investigator	1	Written exam 6/14/08
Criminalist	1	Oral board June 26
Communications Operator	2	Eligible list 5/13/08
Crossing Guard Coordinator	1	Will remain vacant per dept request
Detention Officer	2	Approved "overfill" positions - Eligible list 3/13/08 - 2 in bkgd
Police Officer	12	30 in Bkgd process - continuous recruitment
Police Records Specialist	1	3 in Bkgd progress

**PUBLIC WORKS**

City Engineer	1	Eligible list certified 5/22/08
Deputy Director of Public Wrks	1	Pending Coordination with dept
General Services Manager	1	Eligible list certified 6/5/08
Senior Civil Engineer	1	Recruitment to be reopened June/08
Senior Traffic Engineer	1	On hold per department
Street Equipment Operator	1	Pending Requisition
Survey Technician II	1	Recruitment closes 6/17/08
Traffic Signal Electrician	1	Job offer in progress
Water Service Worker	1	Eligible List Certified 5/14/08
Water Systems Tech I	1	Eligible list certified 4/24/08

## NEOGOV UPDATE JUNE, 2008

Updated statistics regarding recruitments and applications as of June 11, 2008:

- Since “Go Live” on 12/11/07, the Human Resources Department has launched **76** recruitments. Of these 76 recruitments, 63 are for full-time regular positions and 13 are for temporary/part-time positions.
- Since 12/11/07, our recruitments have received a total of **92,052** hits.
- We have received **5,040** total applications since “Go Live.” Online applications totaled 5,007 (99%). Paper applications totaled 33 (1%). We continue to accept paper applications while encouraging candidates to apply online.
- The first local NEOGOV User Conference has been scheduled for June 19<sup>th</sup> and is being held in Newport Beach. The annual National User Conference is scheduled for October 9-10, 2008.
- Citywide, all requisitions are being transmitted to Human Resources via NEOGOV and are being authorized electronically.

PROFESSIONAL SERVICES CONTRACT BETWEEN THE  
THE CITY OF HUNTINGTON BEACH AND  
MURTAUGH MEYER NELSON & TREGLIA, LLP,  
FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California, hereinafter referred to as "City," and MURTAUGH MEYER NELSON & TREGLIA, LLP, a limited liability partnership, hereinafter referred to as "CONSULTANT."

WHEREAS, in the past, legal services for the Huntington Beach Personnel Commission (Commission) were provided for by the City Attorney's Office. However, because that office sometimes appears before the Commission in a representational and/or advocacy role, and in light of recent case law, the CITY employed special counsel to advise the Commission. Special counsel was present during all Commission meetings and provided legal advice regarding a number of issues that arose during said meetings.

CITY desires to engage the services of a consultant to serve as Limited Counsel on an as needed basis to provide specific legal services to the Commission during adjudicatory hearings; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates James A. Murphy who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on or after June 1, 2008 (the "Commencement Date"). This Agreement shall automatically terminate one (1) year from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"**

which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Twenty Five Thousand Dollars (\$25,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its

officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of CITY. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the *California Government Code*.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach  
ATTN: Human Resources Director  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

James Murphy, Esq.  
Murtaugh Meyer Nelson & Treglia, LLP  
2603 Main Street, 9th Floor  
Irvine, CA 92614-6232  
(949) 794-4000  
JMURPHY@MMNT.COM

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the *United States Code* regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

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

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn. **CONSULTANT's**

**Initials** \_\_\_\_\_

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date

of its approval by the City Attorney. This Agreement shall expire when terminated as provided herein.

MURTAUGH MEYER NELSON &  
TREGLIA, LLP,

CITY OF HUNTINGTON BEACH,  
a municipal corporation of the State of  
California

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

\_\_\_\_\_  
print name

**ITS:** *(circle one)* General Partner / Managing Partner

\_\_\_\_\_  
City Administrator

INITIATED AND APPROVED:

\_\_\_\_\_  
Human Resources Director

APPROVED AS TO FORM:

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

Date \_\_\_\_\_

## **EXHIBIT "A"**

### **A. STATEMENT OF WORK:**

Consultant shall serve as limited counsel to the Personnel Commission, providing as-needed legal advice during Personnel Commission meetings where discipline appeals or grievance issues are before the Personnel Commission.

Consultant will provide legal services to the Commission regarding personnel and labor issues involving appeals and other such matters where the Commission is called upon to act as an adjudicatory body.

### **B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:**

1. Consultant will attend Personnel Commission meetings where the Commission is called upon to act in an adjudicatory manner on the third Wednesday of the month, beginning at 5:30 p.m. in the Huntington Beach City Council Chambers. Legal services include the provision of legal advice during adjudicatory meetings, written legal opinions and memoranda regarding issues related to the adjudicatory hearing process, and most importantly, the preparation of findings of fact and conclusions of law in support of the Commission's decisions acting in an adjudicatory capacity.

2. Consultant for the Commission shall not act independent of the City Attorney's Office except for matters such as representation on a grievance or disciplinary matter. Consultant shall not provide advice to the Commission regarding matters outside the scope of the adjudicatory process and shall direct all questions posed by the Commission to Consultant to City staff. In addition Consultant shall not provide advice to City staff or elected officials unless called upon to do so in providing advice regarding adjudicatory hearings.

### **C. CITY'S DUTIES AND RESPONSIBILITIES:**

1. City shall give Consultant ample notice of his attendance at the Personnel Commission meetings, pursuant to the notice provision in this agreement.

### **D. WORK PROGRAM/PROJECT SCHEDULE:**

Attend on as-needed basis, on the third Wednesday of the month Personnel Commission meetings beginning at 5:30 p.m..

## EXHIBIT "B"

### Payment Schedule (Hourly Payment)

#### A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

\$265.00 per hour

#### B. Travel

1. Charges for time during travel are not reimbursable
2. Automobile expenses are limited to the IRS standard business mileage rate of \$0.485.

#### C. Billing

1. All billing shall be done monthly in one-tenth-hour (0.10) increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.

Minimum billing charges are unacceptable. CONSULTANT shall only charge for actual time spent. For example, minimum of 0.2 hours for phone calls or 0.4 hours for letters is unreasonable unless that is an accurate measure of time spent.

2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the case or matter.
3. Telephone, cellular phone and postage charges are billable at actual cost. A copy of all service bills/costs should accompany the billing for each single item that exceeds Seventy-Five Dollars (\$75.00). The fee for the sending or receiving of facsimiles shall not exceed Twenty-five Cents (\$0.25) per page. CITY will not pay a fee or charge for telephone calls or facsimiles to CITY. Photocopier costs should be no more than the actual cost of duplication, or Ten Cents (\$0.10) per page, whichever is less.
4. CITY will not pay for secretarial time or secretarial overtime. CITY will not pay for secretarial tasks or tasks that should be subsumed into CONSULTANT's overhead. For example, time spent for faxing, mailing, arranging for messengers and calendaring are not acceptable charges.
5. CITY will not pay for word processing charges. This includes per page or hourly charges.
6. The CITY expects that all attorneys will have a library, be it in book or electronic form. Consequently, the CITY will not pay for electronic legal research, such as LexisNexis or Westlaw.

7. CITY will not pay for billing or discussion of bills. If CITY has questions about billing or needs additional information on bills, that is not a chargeable event; CONSULTANT should respond without charging CITY for the time required.
8. CITY appreciates when CONSULTANT has researched an issue previously and uses that research on the present case. CITY has retained CONSULTANT because of its past experience. CONSULTANT shall not charge CITY for work it has done and billed another client for in the past.
9. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
10. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
  - A) Reference this Agreement;
  - B) Describe the services performed;
  - C) Show the total amount of the payment due;
  - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
  - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

11. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

PROFESSIONAL SERVICES CONTRACT BETWEEN THE  
THE CITY OF HUNTINGTON BEACH AND  
MURTAUGH MEYER NELSON & TREGLIA, LLP,  
JAMES MURPHY FOR LEGAL SERVICES

Table of Contents

1	Scope of Services.....	1
2	City Staff Assistance.....	2
3	Term; Time of Performance.....	2
4	Compensation .....	2
5	Extra Work.....	2
6	Method of Payment.....	3
7	Disposition of Plans, Estimates and Other Documents .....	3
8	Hold Harmless .....	3
9	Professional Liability Insurance.....	4
10	Certificate of Insurance.....	5
11	Independent Contractor.....	6
12	Termination of Agreement.....	6
13	Assignment and Delegation .....	6
14	Copyrights/Patents .....	7
15	City Employees and Officials .....	7
16	Notices.....	7
17	Consent .....	8
18	Modification.....	8
19	Section Headings .....	8
20	Interpretation of this Agreement.....	8
21	Duplicate Original.....	9
22	Immigration.....	9
23	Legal Services Subcontracting Prohibited .....	9
24	Attorney's Fees.....	10
25	Survival .....	10
26	Governing Law .....	10
27	Signatories.....	10
28	Entirety.....	10
29	Effective Date.....	11

**Chapter 2.100****OPERATING POLICY FOR BOARDS AND COMMISSIONS**

(2896-6/87, 3124-12/91, 3250-10/94, 3256-11/94, 3323-5/96, 3327-5/96, 3391-8/98)

**Sections:**

- 2.100.010 Establishment
- 2.100.020 Definitions
- 2.100.030 Budget
- 2.100.040 Staff
- 2.100.050 Staff liaison and residency
- 2.100.060 Service limitation
- 2.100.065 Statements of Economic Interests
- 2.100.070 Employment limitation
- 2.100.080 Duration of terms
- 2.100.085 Attendance
- 2.100.090 Open meetings
- 2.100.100 Rules
- 2.100.110 Applicability

**2.100.010 Establishment.** All advisory boards and commissions shall be established by ordinance. Committees may be established by resolution. The enabling document may establish the duration, manner of appointment, term of office, and powers and duties. (2896-6/87, 3124-12/91)

**2.100.020 Definitions.**

- (a) Board - a body of members appointed pursuant to Huntington Beach Charter § 405 to serve in a continuing advisory capacity to the City Council, except for such Boards which have decision making authority pursuant to the particular establishing ordinance creating such Board; (3250-10/94)
- (b) Commission - a body of members appointed pursuant to Huntington Beach Charter § 405 which may have decision making authority in those activities delegated to them by the City Council;
- (c) Committee - a body of members appointed pursuant to Huntington Beach Charter § 405 on an ad hoc basis to advise the City Council on particular matters. (2896-6/87)

**2.100.030 Budget.** When deemed necessary, the City Council may cause to be set aside in the budget for each fiscal year an amount necessary for the functioning of such boards and commissions. (2896-6/87)

**2.100.040 Staff.** The city shall assign a staff liaison to each board and commission. (2896-6/87)

**2.100.050 Staff liaison and residency.** Unless otherwise specified, each board or commission is to be assigned one staff liaison specified by the City Council. All members of boards and commissions shall be residents and electors of the City of Huntington Beach. (2896-6/87)

**2.100.060 Service limitation.** No person shall serve on more than one board or commission at any one time. No person shall serve more than two (2) consecutive terms on any one (1) board or commission, and no person who has been a member for more than two (2) years of a term to which some other person was appointed a member shall be appointed to the same board or commission for more that one (1) further consecutive term. (2896-6/87, 3255-11/94, 3323-5/96, 3327-5/96)

**2.100.065 Statements of Economic Interests.** Every person appointed to a board, commission, or committee designated by the City Council resolution adopting the City's Conflict of Interest code, shall file a Statement of Economic Interests with the City Clerk on forms provided by the City Clerk. Statements of Economic Interests shall be filed upon taking office, annually no later than thirty (30) days after the date specified by law, and upon leaving office. Any such person who fails to file a Statement of Economic Interests as provided in this Section shall automatically vacate the office. (3391-8/98)

**2.100.070 Employment limitation.** No person serving on any board or commission shall hold any full or part-time paid office or employment in the Huntington Beach personnel system while so serving, unless otherwise specified. (2896-6/87)

**2.100.080 Duration of terms.** Members shall serve until their respective successors are appointed and qualified. The City Council shall have the power to fill any vacancies. Unless otherwise specified, terms of members of boards and commissions shall be four (4) years, staggered so that the majority of terms shall end in odd-numbered years following the election of four (4) council members and remainder of the terms shall end in odd-numbered years following the election of three (3) council members. (2896-6/87)

**2.100.085 Attendance.** Any person appointed to any city board, commission, or committee shall automatically vacate the office upon a fifth (5th) unexcused absence during a calendar year or upon more than three (3) consecutive absences at any time during the term of office. The appointing authority shall appoint a successor to fill the vacancy. (3124-12/91)

**2.100.090 Open meetings.** All meetings of boards and commissions shall be open to the public unless subject to the closed session exceptions contained in the Ralph M. Brown Act (Government Code § 54950). (2896-6/87)

**2.100.100 Rules.** Each board and commission may adopt such bylaws and rules as may be necessary or convenient for the conduct of its business, subject to approval of the City Council. (2896-6/87)

**2.100.110 Applicability.** This chapter shall apply to all boards and commissions, unless an ordinance enacted after the date of this section establishes different requirements. (3124-12/91, 3323-5/96)



# ADMINISTRATIVE REGULATION

## Office of the City Administrator

<b>Number</b>	<b>111</b>
<b>Sections</b>	<b>1-6</b>
<b>Effective Date</b>	<b>8/1/07</b>
<b>Responsible Department</b>	<b>Administration</b>
<b>Review Date</b>	<b>8/1/12</b>

**SUBJECT: To standardize procedures for handling vacancies on Boards, Commissions, Committees, or Advisory Groups and to make readily available to citizens information regarding opportunities to serve on their community boards, commissions, or committees.**

1. **Purpose:** To standardize procedures for handling vacancies on city boards, commissions, committees, and advisory groups and to make readily available to citizens information regarding opportunities to serve on city boards, commissions, committees, or advisory groups.
2. **Authority:** State Law - the Maddy Act (Chapter 10, Section 54970, Part 1, Division 2, Title 5 of the California Government Code) and by authority and powers granted to the City Administrator under Section 401 of the City Charter.
3. **Application:** This Administrative Regulation applies to all city boards, commissions, committees, and advisory groups except those that have appointments made individually by each Council member. The exceptions in this instance are: the Finance Board, the Investment Advisory Board, the 4<sup>th</sup> of July Executive Board, the Planning Commission, and the Public Works Commission.

There is also an exception in the case of the Community Services Commission in that some of its members are specifically recommended by each school district to represent the district.

4. **Definitions:**
  - 4.1. **Maddy Act** – State law that sets forth requirements related to posting and filling of vacancies on local advisory bodies.
  - 4.2. **Staff Liaison** – The staff person assigned to provide support to a specific advisory body.

- 4.3. Council Liaison** – The Council members assigned by the Mayor to serve as the liaison to a specific advisory body.
- 4.4. Active Applications** – All applications received as a result of posting of the annual Maddy Act Notification of Expiration of Terms or as the result of a notice of vacancy for an unexpired term for a specific advisory body that are received no more than a year prior to the review of applications to fill a vacancy.

**5. Policy:** Staff liaisons to city boards, commissions, committees, and advisory groups are the primary link between the Council and their advisory bodies. As such, they have certain responsibilities related to advising their members on the expiration of their terms, advising the City Council when vacancies exist, and assisting their Council liaisons in filling vacancies in a timely manner.

**6. Responsibilities:**

- 6.1.** The City Clerk is required by the Maddy Act to post notice of all scheduled expiration of terms for city boards, commissions, and committees by December 31st of the year preceding the expiration date of the term. To accomplish this, in approximately October of each year the City Clerk will request that all staff liaisons provide to her the names and expiration dates of those board, commission, committee, and advisory group members whose terms will expire in the coming year. Using that information, she will prepare the Notice of Expiration of Terms for the following year. This is taken to the City Council for approval. Once approved, a copy of the Maddy Act Local Appointment List will be available in the City Clerk's office, the city's public libraries, and on the city's website.
- 6.2.** Staff liaisons shall be aware of their board, commission, committee, or advisory group members' terms and notify members when their term is about to expire.
- 6.3.** Members who have not reached the end of their two-term limit and wish to be reappointed for an additional term shall submit a letter to their Council liaisons requesting reappointment with a copy to their staff liaison.
- 6.4.** Members wishing to resign shall submit a letter of resignation to the City Council with a copy to their staff liaison.

**7. Procedures**

- 7.1** When an unscheduled vacancy occurs, the staff liaison will prepare and submit to the City Clerk, with a copy to Council/Administration staff, a "Notice of Vacancy" form.

- 7.2 The City Clerk's office will assure the notice is properly posted including posting of a copy of the notice at the Clerk's office, the city's public libraries, and on the city's website. The Clerk's office will also assure that requirements of the Maddy Act are met. (Vacancies for unexpired terms for most boards, commissions, and committees must be posted a minimum of 10 working days prior to the date the vacancy is filled. The Act also requires that the special vacancy notice is posted not earlier than 20 days before or not later than 20 days after the vacancy occurs.)
- 7.3 Application to a city board, commission, committee, or advisory group requires the completion of the city "Commission, Board, and Committee Application Form." This is available through the City Council's office, the Clerk's office, the staff liaison, and on the city's website. All completed applications are to be submitted to the City Council office.
- 7.4 The application form (format) will be maintained and updated by City Council/Administration staff based on input from Council and staff liaisons.
- 7.5 Upon receiving a completed application, Council/Administration staff will retain a copy of the application, provide a copy of the application to the Council liaisons to that body, and forward the original application on to the staff liaison. Council/Administration staff will also send a letter from the Mayor acknowledging receipt of the application.
- 7.6 Council/Administration staff will retain a copy of active applications and maintain a database of all active applications for one year from their submission date.
- 7.7 Once the notice posting is completed, the staff liaison should, in a timely manner, consult with the Council liaisons to that commission, board, committee, or advisory group so that the Council liaisons can determine how to proceed in filling the expired term. The staff liaison should also assist them in reviewing all active applications and compiling a list of final candidates.
- 7.8 As desired by the Council liaisons, interviews will be scheduled and facilitated by the staff liaison.
- 7.9 Once the Council liaisons have selected the person(s) to be recommended for appointment, the staff liaison will prepare an RCA requesting Council approval of the selection. The RCA should include the name/s and the date/s of the term/s of the person/s to be appointed.
- 7.10 After receiving the RCA for appointment, Council/Administration staff will send letters of congratulations or regrets to all active applicants from the Council liaisons to that body.
- 7.11 When the appointment has been approved, the City Clerk will remove the notice of vacancy.
- 7.12 The staff liaison to each committee, board, etc., will make sure membership lists, including term expiration dates and board meeting day and time, are updated as changes are made, and a copy sent to the City Council, Administration, and the City Clerk offices each year in October and when updates occur.

- 7.13 Applications for unsuccessful applicants should be maintained by the staff liaison as active and eligible for appointment for one year from the date of the submission of their application.
- 7.14 Council/Administration staff will send a letter to each applicant notifying them when their application is removed from the list of eligible candidates.
- 7.15 **For records purposes, the staff liaison to each commission, board, committee, and advisory group is responsible for maintaining the original applications. Applications that are past their year of eligibility must be maintained for an additional year as a record only to be in compliance with the city's adopted records retention schedule. Applications for successful applicants are to be kept by the staffing department for four years after the end of that person's term.**

---

Paul Emery, Interim City Administrator