

**CITY OF REDONDO BEACH
CHARTER REVIEW ADVISORY COMMITTEE AGENDA
Wednesday, October 5, 2022**

CITY COUNCIL CHAMBER

**ADJOURNED REGULAR MEETING OF THE CHARTER REVIEW ADVISORY
COMMITTEE - 7 PM**

**ALL PUBLIC MEETINGS HAVE RESUMED IN THE CITY COUNCIL
CHAMBER. MEMBERS OF THE PUBLIC MAY PARTICIPATE IN-PERSON,
BY ZOOM, EMAIL OR eCOMMENT.**

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If you are participating by phone, be sure to provide your phone # when registering. You will be provided a Toll Free number and a Meeting ID to access the meeting. Note; press # to bypass Participant ID. Attendees will be muted until the public participation period is opened. When you are called on to speak, press *6 to unmute your line. Note, comments from the public are limited to 3 minutes per speaker.

eCOMMENT: COMMENTS MAY BE ENTERED DIRECTLY ON WEBSITE AGENDA PAGE:

<https://redondo.granicusideas.com/meetings>

- 1) Public comments can be entered before and during the meeting.
- 2) Select a SPECIFIC AGENDA ITEM to enter your comment;
- 3) Public will be prompted to Sign-Up to create a free personal account (one-time) and then comments may be added to each Agenda item of interest.
- 4) Public comments entered into eComment (up to 2200 characters; equal to approximately 3 minutes of oral comments) will become part of the official meeting record. Comments may be read out loud during the meeting.

**EMAIL: TO PARTICIPATE BY WRITTEN COMMUNICATION WITH ATTACHED
DOCUMENTS BEFORE 3PM DAY OF MEETING:**

Written materials that include attachments pertaining to matters listed on the posted agenda

received after the agenda has been published will be added as supplemental materials under the relevant agenda item. Cityclerk@redondo.org

ADJOURNED REGULAR MEETING OF THE CHARTER REVIEW ADVISORY COMMITTEE - 7 PM

- A. CALL MEETING TO ORDER**
- B. ROLL CALL**
- C. SALUTE TO THE FLAG**
- D. APPROVE ORDER OF AGENDA**
- E. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.

- E.1. [For Blue Folder Documents Approved at the City Council Meeting](#)**

F. CONSENT CALENDAR

Business items, except those formally noticed for public hearing, or discussion are assigned to the Consent Calendar. The Commission Members may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion following Oral Communications.

- F.1. [APPROVE AFFIDAVIT OF POSTING FOR THE CHARTER REVIEW ADVISORY COMMITTEE ADJOURNED REGULAR MEETING OF OCTOBER 5, 2022](#)**

CONTACT: ELEANOR MANZANO, CITY CLERK

G. EXCLUDED CONSENT CALENDAR ITEMS

H. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

This section is intended to provide members of the public with the opportunity to comment on any subject that does not appear on this agenda for action. This section is limited to 30 minutes. Each speaker will be afforded three minutes to address the Commission. Each speaker will be permitted to speak only once. Written requests, if any, will be considered first under this section.

- H.1. [For eComments and Emails Received from the Public](#)**

I. ITEMS CONTINUED FROM PREVIOUS AGENDAS

- I.1. [DISCUSSION AND POSSIBLE ACTION REGARDING ARTICLE XI, SECTION 11.2, CITY ATTORNEY](#)**

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

- I.2. [DISCUSSION AND POSSIBLE ACTION REGARDING THE FOLLOWING ARTICLES RELATED TO CONTRACTS AND PURCHASES:](#)**

- [1. ARTICLE XX, SECTION 20.1, APPROVAL OF DEMANDS](#)**

2. ARTICLE VIII, SECTION 8.3 (C), MAYOR, PRESIDING ON CONTRACT SIGNATURES

3. ARTICLE XIX, GENERAL PROVISIONS, FOCUSING ON THE FOLLOWING SECTIONS:

- : SECTION 19, PUBLIC WORKS, CONTRACTS ON BID LIMITS
- : SECTION 19.1, COMPETITIVE BIDDING WHEN NOT REQUIRED ON MAINTENANCE-REPAIR AND MATERIALS UNDER \$5K
- : SECTION 19.7, CONTRACTS, PROGRESS PAYMENTS ON RETENTION PERCENTAGE
- : SECTION 19.9, MUNICIPAL PURCHASES

CONTACT: MIKE WITZANSKY, CITY MANAGER

I.3. DISCUSSION AND POSSIBLE ACTION REGARDING THE FOLLOWING ARTICLES RELATED TO ENUMERATION AND TERMS:

1. ARTICLE VI (CITY COUNCIL), SECTION 6, NUMBER AND TERM

2. ARTICLE VIII, SECTION 8, MAYOR, ELECTION, TERM AND COMPENSATION

3. ARTICLE X, SECTION 10, ENUMERATION AND TERM OF ELECTIVE OFFICERS (CITY CLERK, CITY TREASURER, CITY ATTORNEY)

CONTACT: COMMITTEE MEMBER, RON MAROKO

J. ITEMS FOR DISCUSSION PRIOR TO ACTION

J.1. DISCUSSION AND POSSIBLE ACTION REGARDING FORMATTING THE REPORT THAT WILL BE PRESENTED TO CITY COUNCIL

CONTACT: COMMITTEE MEMBER, EUGENE SOLOMON

K. MEMBER ITEMS AND REFERRALS TO STAFF

L. ADJOURNMENT

The next meeting of the Redondo Beach Charter Review Advisory Committee will be a regular meeting to be held at 7 p.m. on October 27, 2022, in the Redondo Beach Council Chambers, at 415 Diamond Street, Redondo Beach, California.

It is the intention of the City of Redondo Beach to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (310) 318-0656 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

An agenda packet is available 24 hours at www.redondo.org under the City Clerk.



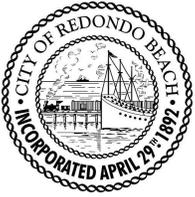
Administrative Report

E.1., File # 22-4920

Meeting Date: 10/5/2022

TITLE

For Blue Folder Documents Approved at the City Council Meeting



Administrative Report

F.1., File # 22-4921

Meeting Date: 10/5/2022

To: **MAYOR AND CITY COUNCIL**
From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CHARTER REVIEW ADVISORY COMMITTEE
ADJOURNED REGULAR MEETING OF OCTOBER 5, 2022

EXECUTIVE SUMMARY

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

AFFIDAVIT OF POSTING

In compliance with the Brown Act, the following materials have been posted at the locations indicated below.

Legislative Body Charter Review Advisory Committee
Posting Type Adjourned Regular Meeting
Posting Locations 415 Diamond Street, Redondo Beach, CA 90277
 ✓ Adjacent to Council Chambers
Meeting Date & Time OCTOBER 5, 2022 7:00 p.m.

As City Clerk of the City of Redondo Beach, I declare, under penalty of perjury, the document noted above was posted at the date displayed below.

Eleanor Manzano, City Clerk

Date: SEPTEMBER 30, 2022



Administrative Report

H.1., File # 22-4922

Meeting Date: 10/5/2022

TITLE

For eComments and Emails Received from the Public



Administrative Report

I.1., File # 22-4927

Meeting Date: 10/5/2022

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING ARTICLE XI, SECTION 11.2, CITY ATTORNEY

Sec. 11.2. City Attorney.

No person shall be eligible for the office of City Attorney unless he shall have been admitted to practice as an attorney at law before the Supreme Court of the State of California, and shall have been engaged in the active practice of law in the State of California for at least five (5) years preceding his appointment or election.

The City Attorney shall devote his full time to the duties of office and shall not engage in private legal practice during his term of office, except to carry to conclusion any matters for which he has been retained prior to taking office.

The City Attorney shall have the power and shall be required to:

(a) Represent and advise the City Council and all city officers in all matters of law pertaining to the respective offices/duties.

(b) Represent and appear for the city and any city officer, employee or former city officer or employee, in any and all actions or proceedings in which the city or such officer or employee, in or by reason of his official capacity is concerned or is a party. The City Council, at the request of the City Attorney, may employ other attorneys to assist in any litigation or other matter of interest to the city.

(c) Prosecute on behalf of the People any and all criminal cases arising from violations of this Charter or city ordinances; he shall prosecute violations of State misdemeanors, unless otherwise directed by the City Council.

(d) Attend all meetings of the City Council, unless excused, and give his advice or opinion orally or in writing whenever requested to do so by the City Council or by any boards or officers of the city.

(e) Approve the form of all bonds given to, and all contracts made by, the city, endorsing his approval thereon in writing.

(f) Prepare any and all proposed ordinances or resolutions for the city and amendments thereto.

(g) On vacating office, surrender to his successor all books, papers, files, and documents pertaining to the city's affairs.

The City Attorney may appoint such assistant city attorneys or deputy city attorneys who shall serve him. Such assistant city attorneys or deputy city attorneys shall not be included in the classified service and shall be subject to removal by the city attorney.

The City Attorney shall perform such other duties of a legal nature as the Council may by ordinance require or as provided by the Constitution and general laws of the State.

*11.2—as amended by election 4-15-75 and 6-5-84.

as it chooses. (Section 15) The proposed revision, which was drafted by Member Toomey, a lawyer, would restrict the required Commissions to the Planning Commission and those commissions required by law. It would reduce the number of Commissioners from seven to five, one appointed by the Mayor from each Council district, rather than at large as now permitted. The revision would also abolish all existing boards, whether advisory, administrative or quasi-judicial, but the Council could create new boards after a hearing. Such boards would have a two year lifespan unless renewed by the Council after a hearing for further successive two year periods. One of the five members of the board with an alternate would be appointed by each Council member from residents of the district, with the Mayor selecting one as chairman. Before a board was created or its term renewed, the Council must approve a restrictive mission statement and program of proposed work with an enabling budget allocation. The Committee further recommended the creation of a Public Works Commission, a Public Safety Commission, a Recreation, Cultural and Community Services Commission, a Finance Commission and a Harbor Commission. (Minutes of Committee meeting of August 26, 1995, pp. 2-10)

The Committee's rationale was that there were too many boards and commissions, that they were the result of political appointments and an unneeded expense for the City, using up valuable staff time without producing work commensurate with their cost. Also, because of their perpetual existence and failure to render regular reports, the Council had lost touch with what they were doing, and in some cases a commission had forgotten what it was created to do. It was also agreed that, except for the Planning Commission and those commissions necessary to the City, that boards and commissions should be created by ordinance and not by the Charter and that they should be subject to a sunset clause. Further, it was believed that the new method of appointment would preserve a

balance of representation from each of the Council districts. (Minutes of Committee meetings of July 23, 1994, pp. 2-7, September 24, 1994, pp. 4-7, October 22, 1994, pp. 1-3, January 28, 1995, pp. 1-7)

Although the City Council rejected the proposed revision as impracticable, it decided to obtain a better handle on the work done by the existing boards and commissions. It directed that each board and commission provide the Council by November 21, 1995 with a mission statement, a work program for the next twelve months, a budget, recommendations to accomplish program with less staff assistance and quarterly progress reports. (Minutes of Council meeting of September 26, 1995, p. 10)

IV.

MEASURES CONSIDERED BY COMMITTEE BUT NOT RECOMMENDED FOR THE BALLOT

The following proposed Charter changes were considered by the Committee, but were not recommended to the City Council for inclusion on the ballot for a vote of the People:

A. Appointment of City Attorney, City Clerk and City Treasurer

1. APPOINTMENT OF CITY ATTORNEY

The Committee considered at some length a possible change in the Charter to make the positions of City Attorney, City Clerk and City Treasurer appointive instead of elective as presently provided, but decided not to recommend such change.

Former City Attorney, Gordon Phillips and Councilman Pinzler had recommended that the City Attorney position be made appointive. (Phillips undated letter received May 25, 1994; Pinzler Memorandum dated February 21, 1994, p. 1) It was their belief that in such case the City Council could select the appointee from a large pool of very experienced and qualified applicants, which pool was unavailable to the electorate. They pointed out, further, that all California cities, except Redondo and 9 others, had an appointive City Attorney.

However, City Attorney Goddard, backed by Councilman Colin, argued that the City was best served having an elected City Attorney based on the City's satisfactory experience with this position and on an elected Attorney's obligation to serve the People as his first priority client, rather than being controlled by a majority of the City Council, as would be the case with an appointed Attorney. They believed that the risk of having an incompetent City Attorney elected could be eliminated by increasing the qualifications. After considerable public input and debate among the members, the Committee voted to keep the position of City Attorney elective. (Minutes of Committee meeting, May 18, 1994, pp. 4-8)

Nevertheless, the subject was not laid to rest by said action. At its meeting of May 27, 1995, the Committee debated this matter anew. On motion of Member Dreizler, the Committee then voted to make the City Attorney's office appointive. (Minutes of Committee meeting, May 27, 1995, p. 5-6) At its next meeting on June 24, 1995, however, the Committee reconsidered its action of May 27th last and, on motion of Member Cote, voted to rescind its decision to make the office appointive and to reaffirm its action of May 28, 1994 to retain the office as an elected position. (Draft minutes of Committee meeting, June 24, 1995, pp. 2-4)

2. APPOINTMENT OF CITY TREASURER

There had been some questioning of retaining the City Treasurer as an elective position considering the complexity of safely and effectively managing the large investment portfolio of the City and the presumed necessity of having an experienced financial manager with appropriate credentials occupying the position. The City Treasurer, in addition to investing the surplus funds of the City, is also the cashier of the City, handling its cash flows, and collects City taxes and license fees. (City Charter, sec. 11) The Charter, however, is silent concerning any qualifications, other than residence in the City, for a candidate for City Treasurer. (City Charter, sec. 10.3, 11.1) It was observed that if the Treasurer's position was made appointive, the appointing authority could require the occupant to have professional qualifications such as a college degree or advanced degree in finance, economics or related field and have specific experience in managing large investment portfolios and cash flows.

The Committee considered this subject at its meeting of June 18, 1994 at which then City Treasurer Alice DeLong spoke at length on the duties and structure of her office and argued vigorously for the wisdom of keeping the City Treasurer as an elective office. She stated that 40% of California cities have elected Treasurers, that there was no relationship between the investment success or failure of City Treasurer's statewide on the basis of their election or appointment, that the People are able to judge the qualifications of candidates for the office, and that the City Manager should not interfere with the performance of her duties. After a great deal of public input and debate by the members, it was decided to recommend that the position of City Treasurer remain elective. (Minutes of Committee meeting of June 18, 1994, pp. 6-18, specifically p. 14)

The Committee based its decision largely on the belief that the problem of lack of relevant qualifications could best be solved by amending the Charter to include such qualifications rather than by making the office appointive. After voting to retain the office as an elective position, the Committee directed the City Attorney to study the issue of the Treasurer's qualifications and report back to the Committee at a future meeting. (Minutes of Committee meeting of June 18, 1994, pp. 15-18)

(NOTE: Ernie O'Dell succeeded Alice DeLong as City Treasurer on March 16, 1995 as a result of the General Municipal Election held on March 7, 1995.)

3. APPOINTMENT OF CITY CLERK

The Committee also decided that the position of City Clerk should remain elective. City Clerk John Oliver informed the Committee that the position should remain elective as it provides a system of checks and balances together with an appointed City Manager, elected City Council and elected City Attorney and ensures a fair election process. He was also of the opinion that the electorate would not support changing the position from elected to appointed because they are happy with the system of checks and balances. (Minutes of Committee meeting of June 25, 1994, pp. 7-14)

The Committee was concerned that the City Clerk as financial officer of the City was not required to have a degree or advanced degree in accounting or finance and significant financial management experience which would have been required of an appointive City Clerk with financial duties, but was required to have only 15 units of accounting courses or matching experience. (Section 11, City Charter) However, the Committee recommended solving this problem by transferring the City Clerk's financial duties to the City Manager, thus leaving the incumbent to handle only the normal duties of a City Clerk such as record keeping, election officer and secretary to the

City Council, boards and commissions, and thereby obviating the need to make the Clerk's position appointive. (See Section II D of this report)

B. Qualifications of City Attorney, City Clerk and City Treasurer

The Committee decided not to recommend any changes in the qualifications for the positions of City Attorney, City Clerk and City Treasurer as presently delineated in the Charter, assuming that they remain elective positions and that the City Clerk retains his authority as financial officer of the City.

The Charter now provides that the City Attorney shall have been admitted to the California bar and have engaged in the active practice of law in California for at least five years before appointment or election. (Section 11.2) The City Clerk is required to have 15 units of certain accounting courses and five years experience in municipal accounting. (Section 11) There are no qualifications for City Treasurer. (Section 11.2)

When studying whether to make these three positions appointive rather than elective, the Committee came to a tentative conclusion that the benefits of having them appointed could be obtained by leaving them elective but increasing the qualifications for the positions. (Minutes of Committee meetings, May 28, 1994, pp. 4-10, June 18, 1994, pp. 6-18, June 25, 1994, pp. 7-14) However, after studying this issue independently in depth, the Committee reluctantly concluded that there was no overall advantage in changing the qualifications now established in the Charter.

It was noted that any change in those qualifications must not only be appropriate for the position but must also be objectively ascertainable to be enforceable by the courts. The Committee observed that, so far as it could determine, there were no nationally recognized qualifications for such

positions as elective offices. Further, a review of the charters of 40 other California cities failed to reveal any education or experience requirements where the positions of City Clerk or City Treasurer were elective and further showed that such cities had the same qualifications for an elected City Attorney as did Redondo Beach. (See Memorandum on this subject from Assistant City Attorney Remelmeyer, dated June 24, 1995) Chairman Serena who is a lawyer, also noted that the existing qualification for City Attorney is the same as that for appointment or election of a Judge of the Municipal Court in California. Considering such factors, the Committee believed that the question of the qualifications of a candidate for such an elective position could best be left to the determination of the voters. (Minutes of Committee meetings, May 27, 1995, pp. 2-8, June 18, 1994, pp. 6-18)

C. Roll-Back of Assessment Levels and Restrictions on Further Assessments

The Committee rejected a proposal to roll back existing City assessments to their 1979 level and require a 2/3ds vote of the People on any increases in assessments or any new assessments.

Sal Princiotta had suggested that the Committee consider a Charter amendment to roll back the levy on assessment districts to their 1979 level and to require a two-thirds vote of the people on (1) any increase of the amount of the assessment above such levels as well as (2) on the formation of any new assessment districts or enterprise zones. The reason given therefor was that assessment districts were being used by some cities as a way of increasing taxes beyond the limits permitted by Proposition 13. A letter on this subject from People's Advocate, Inc., founded by Paul Gann, was introduced in support of this suggestion. (Minutes of Committee meeting, May 28, 1994, p. 1; item 8e, agenda Committee meeting, April 22, 1995) After introduction of this proposal at its October 22, 1994 meeting, the Committee referred the matter to the Taxation and Budget Commission for

a recommendation to consider its impact on the City's budget and to the City Attorney's office on the power to create assessment districts. (Minutes of October 22, 1994 meeting, p. 4)

In his report, the City Attorney noted that the City presently had two operative assessment districts, one formed under the 1972 Landscaping and Street Lighting Act which was levied annually by the City Council to pay the costs of street lighting and landscape maintenance. The other assessment district was used to finance the cost of constructing street improvements on Manhattan Beach Boulevard in front of the TRW property, which would be wholly paid for by TRW and that as a matter of law the assessment therefor could not be rolled back to the 1979 level because it would violate the covenants in the bonds issued to finance the improvements. He also observed that the State law regarding assessment districts already contained a provision, the Majority Protest Act of 1931, by which a majority of the affected property owners could defeat a proposed assessment. (Memorandum from Stanley E. Remelmeyer dated October 22, 1994)

The Taxation and Budget Commission rendered its report to the Committee in which it disagreed with both aspects of the proposal. The Commission stated that implementation of the proposal would require a \$1,000,000 cutback in city service levels in addition to the significant reduction in general fund expenditures being contemplated by the City Council to accommodate the rehabilitation of the City's sewer system. The Committee further noted that the City had not abused the use of assessment districts in the past and the Ralph M. Brown Act required a public meeting and public hearing after extensive public notice by which the public would be fully apprised of any assessment proposals in the future. (Report of Budget and Taxation Commission dated January 24, 1995)

Redondo Beach, California
May 28, 1994

A Regular Meeting of the Charter Review Committee was called to order at 9:05 a.m. at City Hall, 415 Diamond Street, by Chairman David Serena.

ROLL CALL

Members Present: Bostrom, Schmalz, Cote, Chairman Serena;
Members Absent: Dreizler, Toomey;
Officials Present: Stanley Remelmeyer, Assistant City Attorney;
Margareet Wood, Minutes Secretary.

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PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Tom O'Leary of Redondo Beach asked if this meeting is being televised, to which Chairman Serena responded affirmatively.

Sal Princiotta of Redondo Beach commented:

- 1. He would like a ballot measure to roll back all assessment fees, taxes and services charges to the 1979 level for the Charter controlled City and School District and that any future increase will require a two-thirds vote of the people;
 - a. The City is currently considering a \$5.60/month or more sewer assessment tax, and the School District is considering a \$100 or more parcel assessment tax for landscape and parks; and
- 2. He would like to have the City Charter modified to allow citizens to carry concealed weapons.

Chris Boyle of Redondo Beach stated:

- 1. He recalls that Member Toomey offered to pay to have a copy of the agenda at the speakers' podium;
- 2. More care and attention should be given to the appropriate display of the Flag on the grounds of City Hall;
- 3. Three minutes is insufficient time for speakers to address the Committee;
- 4. He is offended by the agenda because of the wording "salute" to the Flag instead of "pledge" to the Flag;
- 5. The City has installed security entrance gates at the entrances to City Hall, and he would suggest that metal detectors be installed to protect the public from those carrying concealed weapons;

6. His credentials have been challenged by Member Cote, who is, in his opinion, the master of deception and misinformation, and if the Committee is comprised of Members who practice deception and innuendo, then the Committee is not properly reflective of the community and the Committee should be abolished; and
 - a. The Committee has become too political.

Jim Coronas of El Segundo expressed support for the proposal to allow citizens to carry concealed weapons and submitted a copy of the Ann Landers column from the May 19, 1994 edition of the Daily Breeze and other various articles on the subject of concealed weapons.

Kenneth James of Torrance expressed support for allowing citizens to carry concealed weapons and felt that all citizens should assume responsibility for their own protection.

Michael Cowan of Redondo Beach expressed support for allowing citizens to carry concealed weapons.

Ed Ober of Manhattan Beach expressed support for Mr. Princiotta's proposal to allow citizens to carry concealed weapons and expressed opposition to having what he considers to be a military flag with fringe displayed in Council Chambers.

Gerald Lorenz of Redondo Beach expressed support for amending the Charter to authorize the Chief of Police to issue permits to allow citizens to carry concealed weapons so that they may protect themselves against growing crime in the area, and pointed out that areas that do issue permits allowing citizens to carry concealed weapons have enjoyed a drop in their crime rate.

Brent Richardson of Redondo Beach expressed support for allowing citizens to carry concealed weapons.

Eddie Van Surksum of Redondo Beach expressed support for Mr. Princiotta's proposal for conceal and carry permits because other communities that allow citizens to carry concealed weapons enjoy a lower crime rate, and indicated that he has inside information regarding violence on school campuses which he believes will expand to the rest of the community, and added that calling 911 and being placed on hold is an inadequate defense when an intruder is at the door.

Tom O'Leary of Redondo Beach asked to address the Committee again, to which Chairman Serena responded by indicating that he already had an opportunity to speak. Member Bostrom moved to allow Mr. O'Leary to address the Committee again. The motion received no second.

Michael Brown of Redondo Beach expressed support for allowing citizens to carry concealed permits in order to correct the problem of increasing crime in the area.

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James Buhalis of Redondo Beach asked the Members if they have ever fired a gun, and indicated that he and his family are all trained to handle firearms and expressed support for allowing citizens to carry concealed weapons.

John Conca of Redondo Beach expressed support for relaxing gun permit regulations in order to make the community safer.

Randy Herrst of Torrance expressed support for allowing citizens to carry concealed weapons, because gun control has historically increased violent crime rather than reducing it, and pointed out that the City would incur no additional liability in the event the City does approve the issuance of permits to carry concealed weapons.

Paul Svitak of Long Beach stated that he has a permit to carry a concealed weapon and expressed support for Mr. Princiotta's proposal to allow citizens of Redondo Beach to carry concealed weapons.

Mark Gibson of Playa del Rey indicated that he has extensive military experience and medical emergency triage experience, has trained people to use guns, is looking for a community that affords public safety, and supports the proposal to allow citizens to carry concealed weapons.

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CHANGED ORDER OF AGENDA

At the request of City Clerk John Oliver, Member Bostrom moved, seconded by Member Cote, to change the order of the agenda to next address Agenda Item No. 8, the recommendation to review and make appropriate recommendations for revision of some and/or all of the portions of the City Charter that apply to the City Clerk, City Treasurer and City Attorney and any aspects of their offices. The motion carried by the following vote:

AYES: Bostrom, Schmalz, Cote;
NOES: None;
ABSENT: Dreizler, Toomey.

RECOMMENDED THAT SECTION 11.2 REMAIN UNCHANGED
AS IT PERTAINS TO THE OFFICE OF ELECTED CITY ATTORNEY;
DIRECTED STAFF TO REPORT BACK AT THE NOVEMBER MEETING
WITH RECOMMENDATIONS FOR ADDITIONAL QUALIFICATIONS
PERTAINING TO THE POSITION OF THE ELECTED CITY ATTORNEY

Member Bostrom moved, seconded by Member Cote, to receive and file correspondence from LaVonne Harkless regarding City Clerk qualifications and a report from the City's Human Resources Manager responding to Member Bostrom's request for a salary survey. Hearing no objections, Chairman Serena so ordered.

Member Cote moved, seconded by Member Bostrom, to receive and file the red folder item submitted by former City Attorney Gordon Phillips.

Prior to the vote:

In response to Chairman Serena's question, City Attorney Jerry Goddard indicated that the correspondence from Mr. Phillips was received on May 25, 1994.

Member Bostrom asked if the letter was unsolicited, to which City Attorney Goddard responded by indicating that he had asked the former City Attorney to address this matter.

Chris Boyle of Redondo Beach expressed opposition to receiving this item as a red folder item because there is nothing in the agenda which refers to the receipt of red folder items.

Member Cote's motion carried by the following vote:

AYES: Cote, Schmalz;
NOES: None;
ABSTAIN: Bostrom;
ABSENT: Dreizler, Toomey.

Member Cote moved, seconded by Member Bostrom, to divide the issue to first address the issues pertaining to City Attorney, then City Clerk and then City Treasurer. Hearing no objections, Chairman Serena so ordered.

Assistant City Attorney Remelmeyer reiterated that he has previously stated that he would not comment on the subject of appointment or election of any of these officers.

Member Schmalz commented:

1. The City of Redondo Beach is one of eleven cities in California that still has an elected City Attorney, and it appears that the City is behind the times by having an elected City Attorney; and

2. It is his opinion that the City should have the right to hire and fire the City Attorney as it sees fit, just as any client has the right to hire and fire the attorney representing them, and he would support a recommendation to place a measure on the ballot to modify the Charter in order to have an appointed City Attorney rather than elected City Attorney.

Member Cote stated that he supports having an elected City Attorney and feels that the voters would not approve a ballot measure to modify the Charter to have an appointed City Attorney rather than an elected City Attorney.

Member Cote moved, seconded by Member Bostrom, to retain the status quo regarding Section 11.2 of the City Charter as it pertains to City Attorney.

Prior to the vote:

City Treasurer Alice DeLong asked that Member Cote define the term "elected Department Head," to which Member Cote responded by indicating that when he refers to an elected Department Head, he is referring to those Department Heads which are elected rather than appointed, those being the City Attorney, City Clerk and City Treasurer.

Ed Ober of Manhattan Beach indicated that it is his understanding that the City Attorney represents the people, and therefore, he supports retaining an elected City Attorney rather than having an appointed City Attorney.

Howard Sachar of Redondo Beach commented that he would support placing a measure on the ballot to allow the voters to determine whether or not they would like to have a City Attorney which is appointed rather than elected.

Chris Boyle, 1010 Esplanade, #9, concurred with the statements made by Mr. Sachar and Mr. Ober and indicated that he feels that the public should be allowed to select, via municipal election, the City Attorney, and he would recommend that minimum qualifications be established for the position of City Attorney.

City Councilmember Bob Pinzler expressed support for having an appointed City Attorney rather than an elected City Attorney because it would allow for selection of an attorney from a larger pool of applicants in order to procure the best person for the job.

Sal Princiotta of Redondo Beach felt that the City Attorney, City Clerk and City Treasurer should be chosen by a vote of the citizens.

City Attorney Jerry Goddard stated:

1. Professional management people may have a great fear of having an elected official holding similar decision-making authority;
2. When he served on the City Council 10 years ago, he initiated action to create a full-time City Attorney position;
3. He feels that democracy is the best form of government;
4. In 1949, the concept of an elected City Attorney arose because of corruption in Redondo Beach associated with gambling; and
5. The problem that an elected office may go to a person who is not qualified could be rectified by establishing new qualifications for the position of City Attorney.

Member Cote moved, seconded by Member Bostrom, that the three-limit speaking time limit not be applied to elected officials. Hearing no objections, Chairman Serena so ordered.

City Attorney Goddard continued by stating:

1. Because of the structure of the City Attorney's office, the elected City Attorney would rarely be required to make Court appearances because there are a sufficient number of Assistant City Attorneys to handle those matters;
2. The City Attorney's focus should be to manage the office; and
3. Having an appointed City Attorney rather than an elected City Attorney will isolate the City Attorney from the public.

Member Schmalz asked City Attorney Goddard if he considers his client to be the City and members of the City Council or the public, to which City Attorney Goddard responded by indicating that under the current provisions of the Charter, the No. 1 client is the municipal corporation, followed by the tax paying residential public of the City, followed by the City Council, followed by the Department Heads and employees of the City.

Member Schmalz asked what happens when there is a conflict between those representations, to which City Attorney Goddard responded by indicating that he would go by his priorities.

Member Bostrom asked the City Attorney what would happen in the event he feels it necessary to appoint an additional Deputy City Attorney, but the City Manager determines not to fund that position, to which City Attorney Goddard responded by indicating that that would have to be a funded position, and in that event, he would request that the City Council authorize the hiring of outside legal counsel.

Member Bostrom asked the City Attorney if he feels he should attend closed session negotiations, to which City Attorney Goddard responded by indicating that the City Council establishes what they would like to negotiate for with the employee groups, and the way in which that item is resolved and the language which is drafted into the contracts is the point at which the City Attorney's office should become involved.

Member Schmalz asked City Attorney Goddard if he believes the issue of whether or not the City Attorney should be elected or appointed should be put to a vote of the people, to which City Attorney Goddard responded by indicating that people should always have the right to vote on the matter.

Steve Colin of Redondo Beach indicated that although he is a member of the City Council, today he is speaking as a private citizen, and he feels that the position of City Attorney should remain an elected position because it would not be fair to have three members of the Council directing the conduct and performance of the City Attorney, and it is important that the people be able to choose who they want to represent them, but indicated that he does feel that the qualifications for the position should be enhanced up somewhat, i.e., more than five years of practicing law and Court experience.

Dawn Ayers of Redondo Beach expressed support for maintaining an elected City Attorney.

Eddie Van Surksun of Redondo Beach stated that the City Attorney's actions directly affect the citizens, and although he believes that the qualifications for the position should be enhanced, he supports having an elected City Attorney.

Tom O'Leary of Redondo Beach stated that he has been watching Redondo Beach City government for 25 years, and he feels that the citizens of this community have demonstrated that they want to have an elected City Attorney.

Archie Snow, 1814 Firmona Avenue, commented that if the Charter were modified to have an appointed City Attorney, the Council would not have the ability to fire the City Attorney, as that would be the jurisdiction of the City Manager.

Kenneth James of Torrance stated that the government was designed to have a system of checks and balances, and therefore, he supports maintaining an elected City Attorney.

Member Cote moved, seconded by Member Schmalz, to close public input on this issue. The motion carried by the following vote:

AYES: Cote, Schmalz;
NOES: Bostrom;
ABSENT: Dreizler, Toomey.

Member Cote expressed support for maintaining an elected City Attorney, and felt that additional qualifications should be required, i.e., mid- to upper-level management experience, more than five year of practicing law, and municipal law experience.

Member Schmalz expressed concern that if the qualifications are enhanced, there won't be many people qualified to run for the position, and the same person will maintain the office over and over, and therefore, the City Attorney should be appointed rather than elected, and at the very least, the matter should be placed on the ballot to allow the citizens to determine whether or not they want an appointed or elected City Attorney.

Member Bostrom felt that the qualifications for the position should be enhanced, and that the position must be an elected position.

Member Cote's motion carried by the following vote:

AYES: Bostrom, Cote;
NOES: Schmalz;
ABSENT: Dreizler, Toomey.

Member Cote felt that the qualifications should be upgraded to include four years of municipal law experience and two years of mid- to upper-level management experience, and that the Charter contain a list of priorities for representation in the following order: the municipal corporation, followed by the tax paying public, followed by the City Council and then followed by Department Heads and employees.

Member Schmalz felt that a clear definition of municipal law experience should be made, as well as a clear definition of mid- to upper-level management experience.

Member Bostrom asked Assistant City Attorney Remelmeyer if there are classes in law school specifically pertaining to municipal law that are available, to which Assistant City Attorney Remelmeyer responded by indicating that he does not know of anyone who took any such course, adding that municipal law deals with many types of law, such as land use, personnel matters, tort and civil rights, and personnel matters are generally the most difficult to deal with in municipal law.

Member Bostrom suggested:

1. The qualifications should include that the individual be actively engaged in the full-time practice of law;
2. The qualifications should not be established by the Charter, but by ordinance; and
3. There should be a requirement pertaining to a minimum amount of Court experience.

Chairman Serena felt that caution should be exercised in developing qualifications, to which City Attorney Goddard responded by indicating that the requirements could be updated to reflect changes in the law, but those requirements must be in place two years prior to election of the position.

Member Cote suggested that Section 11.2 be left as it is, and he would suggest that the subject of qualifications be tabled, as the election for City Attorney is not until 1997; thus, there is ample time to review the matter.

Member Bostrom moved, seconded by Member Cote, to re-open public input. Hearing no objections, Chairman Serena so ordered.

Mr. Boyle opined that the City's Charter is the City's Constitution, and it would be appropriate to include language in the Charter to address what the City Attorney's responsibilities are in terms of pecking order, because it is an area that has been subject to confusion in the past.

John Parsons of Redondo Beach suggested that the subject of qualifications be tabled to a future date or referred to staff to report back at some future date.

Mr. Ober stated:

1. The Bar Association is a private association, and the City Attorney should be required to renounce association with the Bar during his tenure as City Attorney;
2. The City Attorney should have a written and filed oath of allegiance to the California Constitution of 1849 and its derivative Constitution of 1879; and
3. There should be a term limit for the position of City Attorney.

Mr. Colin commented:

1. By adding language to the Charter regarding mid- to upper-level management experience, it will become confusing, and the language needs to be as simple as possible; and
2. He would suggest that the minimum requirement of active full-time law practice be increased from five years to ten years, because by that time, a lawyer should have gained sufficient Court experience.

City Treasurer DeLong stated that the majority of State and Federal government is run by attorneys, none of whom are required to have specific qualifications, and she feels that placing additional restrictions to the office of City Attorney may cause difficulty in getting people to run for the position.

Member Cote indicated that both he and Member Bostrom are very concerned about the subject of qualifications for the position of City Attorney, and moved, seconded by Member Schmalz, to table this matter, and direct Assistant City Attorney to report back regarding this matter in November. The motion carried by the following vote:

AYES: Schmalz, Cote;
NOES: Bostrom;
ABSENT: Driezler, Toomey.

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CHANGED ORDER OF AGENDA

Noting the lateness of hour, Chairman Serena suggested that in the remaining 30 minutes of the meeting, the Committee should address Agenda Item No. 9, because if the Council is going to place an item on the ballot regarding that subject, they would need a recommendation by the second Council meeting in June, adding that he intends to call a Special Meeting in order to finish this agenda.

Member Schmalz moved, seconded by Member Bostrom, to next address Agenda Item No. 9. The motion carried by the following vote:

AYES: Bostrom, Schmalz, Cote;
NOES: None;
ABSENT: Dreizler, Toomey.

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DIRECTED STAFF TO FORWARD TO CITY COUNCIL FOR THEIR ACTION THE COMMITTEE'S FINAL DECISION: 1) TO RECOMMEND CHANGING THE DATE IN SECTION 15.4 OF THE CHARTER FROM "JULY" TO "OCTOBER"; 2) THAT THE WORDS "REGISTERED VOTER" BE SUBSTITUTED FOR THE WORDS "ELECTOR," "QUALIFIED ELECTOR," "RESIDENT ELECTOR," AND "QUALIFIED ELECTOR" WHERE THEY APPEAR IN THE CHARTER; 3) NOT TO ALTER OR DELETE SECTION 21.3 OF THE CHARTER RE EXPOSING OF FEMALE BREASTS BEING PROHIBITED IN REDONDO BEACH; AND 4) A MINORITY REPORT RE CHARTER SECTION 21.3 RE EXPOSURE OF FEMALE BREASTS

Member Bostrom moved, seconded by Member Schmalz, to receive and file the report from Assistant City Attorney Remelmeyer regarding 30-day residence requirement for public office and to receive and file a minority report regarding Charter Section 21.3 relating to the exposure of female breasts. The motion carried by the following vote:

AYES: Bostrom, Schmalz, Cote;
NOES: None;
ABSENT: Dreizler, Toomey.

Member Cote moved, seconded by Member Schmalz, to direct staff to forward to the City Council for their action the Committee's final decision: 1) to recommend changing the date in Section 15.4 of the Charter from "July" to "October"; 2) that the words "registered voter" be substituted for the words "elector," "qualified elector," "resident elector," and "qualified elector" where they appear in the Charter; 3) not to alter or delete Section 21.3 of the Charter having to do with the exposing of female breasts being prohibited in Redondo Beach; and 4) the minority report regarding City Charter Section 21.3 relating to the exposure of female breasts.

Prior to the vote:

Sal Princiotta of Redondo Beach felt that the appropriate term should be "elector" and not "registered voter."

Chris Boyle of Redondo Beach asked about the Committee's recommendation regarding Agenda Item No. 9.b., to which Chairman Serena responded by indicating that the majority recommendation is that Section 21.3 not be altered, but a minority report will also be forwarded to the City Council.

Member Cote's motion carried by the following vote:

AYES: Bostrom, Schmalz, Cote;
NOES: None;
ABSENT; Dreizler, Toomey.

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ADJOURNED TO 6/18/94 AT 9:00 AM IN COUNCIL CHAMBERS

Member Cote suggested that a Special Meeting be scheduled for June 18, 1994 in order to complete this agenda, with which the other members concurred.

Member Cote suggested that on June 18th, in the event the agenda is not completed by 12:00 p.m., that the Committee take a two-hour recess and reconvene at 2:00 p.m. on that date.

Member Bostrom moved to next address Agenda Item No. 8. The motion received no second.

Member Schmalz moved, seconded by Member Cote, to adjourn to June 18, 1994 at 9:00 a.m. in Council Chambers, and that the first item to be addressed at that meeting be the issues pertaining to the office of City Clerk.

Prior to the vote:

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Chris Boyle recommended that the Committee schedule a Special Meeting rather than adjourn this meeting to the specified date so that the public will have another opportunity to make comments in the Public Participation section of the meeting, and expressed opposition to the date of June 18th.

Dawn Ayers suggested that the Committee take a two-hour recess and reconvene at 2:00 p.m., in light of the fact that many people have sacrificed their Memorial Day weekend plans in order to attend this meeting and provide input.

City Treasurer Alice DeLong asked that the Committee finish its agenda today.

John Parsons of Redondo Beach agreed that the Committee should take a lunch recess and reconvene at 2:00 p.m. in order to complete the agenda today.

City Clerk John Oliver expressed support for the motion so that the issues pertaining to the office of City Clerk can be discussed by all members of the Committee on June 18th.

Sal Princiotta of Redondo Beach suggested that the Committee recess for lunch and reconvene and address as many agenda items as possible.

Member Bostrom expressed opposition to the motion in light of the fact that so many people have made a commitment to attend today's meeting.

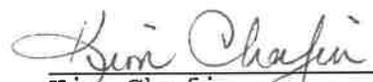
Member Cote expressed regret that the Committee has not been able to complete its agenda today.

Member Schmalz's motion carried by the following vote:

AYES: Schmalz, Cote;
NOES: Bostrom;
ABSENT: Dreizler, Toomey.

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Respectfully submitted,



Kim Chafin
Minutes Secretary

- a. In Mr. Bostrom's case, the Councilmember who appointed him is no longer in office, and, therefore, City Attorney Goddard has opined that Mr. Bostrom is not eligible to serve on the Committee at this time.

Mr. Bostrom commented:

1. It is unfortunate that this situation has occurred;
2. He is not sure he agrees with City Attorney Goddard's legal opinion, because he believes a vote of the City Council would be required to remove him from the Committee, however, he will respect the City Attorney's decision at this point in time.

Member Schmalz expressed appreciation for Mr. Bostrom's service on the Committee.

Chairman Serena moved, seconded by Member Cote, that the Committee request the City Attorney's office to prepare a letter of commendation and appreciation to Mr. Bostrom for his service on the Committee, and recommend that the City Council issue a civic award plaque to Mr. Bostrom at a City Council meeting. Hearing no objections, Chairman Serena so ordered.

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9:15 A.M.

RECOMMENDED CHARTER AMENDMENT TO REQUIRE THAT CITY ATTORNEY BE APPOINTED BY THE CITY COUNCIL RATHER THAN ELECTED & THAT CITY ATTORNEY BE RESPONSIBLE TO THE CITY COUNCIL; RECOMMENDED CHARTER AMENDMENT TO TRANSFER FINANCE-RELATED RESPONSIBILITIES FROM THE CITY CLERK TO THE CITY MANAGER; RECOMMENDED CHARTER AMENDMENT TO DELETE FINANCE-RELATED REQUIREMENTS FOR THE OFFICE OF CITY CLERK; RECOMMENDED CHARTER AMENDMENT TO INDICATE THAT ELECTED DEPARTMENT HEADS ARE NOT UNDER THE SUPERVISION OF THE CITY MANAGER

Regarding the recommendation to review and made appropriate recommendations for revisions of some and/or all of the portions of the City Charter that apply to all structural aspects, qualifications and other issues related to the elective offices of the City Clerk, City Treasurer and the City Attorney, Assistant City Attorney Remelmeyer reported:

1. Several months ago, the Committee asked staff to investigate the subject of qualifications for the offices of City Clerk, City Treasurer and City Attorney;
 - a. He obtained the charters of approximately 40 other California charter cities and 15 general law cities, and he has reviewed the provisions of those charters;
 - a. He has also obtained the job specifications for these positions, if they were appointed, in approximately 40 different cities;

- b. He has checked for any objective criteria for these positions which would be useful in determining whether or not the qualifications for these elected positions should be changed;
- 2. With regard to the City Attorney, the Charter requires that the City Attorney be a member of the California Bar and at least five years of service as a lawyer, and these are fairly objective criteria;
 - a. When this matter was discussed several months ago, the question was raised as to whether or not the City Attorney should also have experience as a municipal lawyer; and
 - i) In cities which have an elected City Attorney, there are no cities which require experience beyond that which is required by the City of Redondo Beach.

Chairman Serena pointed out that the requirements for City Attorney are exactly the same requirements to become appointed as a Judge of the Superior Court in California.

Assistant City Attorney Remelmeyer further reported:

- 1. City Attorney Jerry Goddard has indicated that he is neutral on the question of whether or not the Charter should be amended to require that the City Attorney have municipal law experience, because if it is required, by the next election, he will have attained that experience;
 - a. The additional requirement would further limit the field of candidates who could qualify for the position;
 - i) The field of candidates is already limited to electors of the City of Redondo Beach;
- 2. With regard to the City Treasurer, none of the chartered cities who have elected City Treasurer designate any qualifications for the position;
 - a. If the City Treasurer is appointed, the job qualifications ordinarily require some experience in handling cash and investments, and frequently a degree from an accredited college in accounting, business administration, finance, economics or related fields;
 - b. In Redondo Beach, the City Treasurer handles the cash and makes investments, but also collects taxes and business license fees;
- 3. One of the problems with requirements for an elected position is the problem of a court in determining whether or not a particular candidate meets any criteria;
 - a. It is much easier for a court to determine whether or not a person has a degree in a particular field;
 - b. If a candidate presents himself for election to a position, and his qualifications are challenged by an opponent, the courts have a difficult time in making this determination;
 - i) Often times, the court defer a decision until after the election results have been determined;

4. The Committee discussed the possibility of having an elected City Controller or Director of Finance;
 - a. He has been unable to find any charter which provides for an elected Controller or Director of Finance;
 - b. Culver City has the unique situation of having the City Treasurer performing the duties of City Controller;
 - c. Typically, the City Controller or Director of Finance is appointed by the City Manager or the City Council;
 - i) The job ordinarily requires a BA in finance, accounting, business administration, economics or some related field, and larger cities frequently require a CPA or MBA or MPA (Master of Public Administration);
 - d. If an elected City Controller were to be established, the City would probably want to require at least a BA in accounting, since the primary duties involve accounting, and the City may also want to require a CPA and MBA;
5. The City Clerk ordinarily functions as the recordkeeper, elections officer, and other various duties such as overseeing FPPA statements and conflict of interest statements;
 - a. Where the City Clerk performs only these functions and is appointed, job specifications typically require a high school diploma or AA and sometimes require certification as a municipal clerk;
 - b. If the City Clerk is elected, typically the only requirement is that the person be an elector;
 - c. In Redondo Beach, the City Clerk is also named as the City's Finance Officer;
 - i) Section 11 of the City Charter indicates that the City Clerk must have at least 15 units of accounting courses, and this is a peculiar set of specifications; and
 - ii) The City Manager, to some extent, performs the finance duties in cooperation with the City Clerk, but it may be expected that the City Clerk may be required to perform all finance duties in the future, in accordance with the City Charter.

Chairman Serena commented:

1. The duties of these offices need to be looked at, but the one which has the least problem is the City Attorney, because the requirements for City Attorney are the same as the requirements for a Judge in Municipal and Superior Court;
2. He would personally prefer that the City Attorney be appointed by the City Council, because the City Attorney is the legal counsel to the City Council and the City;
 - a. He realizes that the voters would probably reject the idea of converting the office of City Attorney from an elected position to an appointed position;
3. The City Clerk should not have responsibility for financial matters, and if those responsibilities were removed, then the finance-related requirements could also be removed from that position;

4. The City Treasurer should not have responsibility for the budget, because those responsibilities are already handled by the City Manager's office;
5. He believes that minor requirements should be applied to these offices, and the voters should make that choice;
6. Section 12.3 of the Charter indicates that the City Manager is in charge of all Department Heads, and the City Attorney, City Clerk and City Treasurer are Department Heads; so the language of that section should be changed to indicate that the City Manager is in charge of all non-elected Department Heads;
7. Section 11(f) of the Charter should be deleted, as it refers to the financial-related requirements for the office of City Clerk, and the financial responsibilities should be transferred to the City Manager's office; and
8. He believes that the City Treasurer should be appointed by the City Council, because of the technical competence that is needed to handle this job, but he realizes that the voters would probably not go along with that idea.

Member Cote indicated concurrence with the statements made by Chairman Serena.

Member Schmalz moved to recommend that the Charter be amended to indicate that the City Attorney shall be appointed by the City Council, rather than elected. The motion received no second.

Member Schmalz moved, seconded by Member Dreizler, to recommend that the Charter be amended to indicate that the City Treasurer shall be appointed by the City Council, rather than elected.

Prior to the vote:

Member Dreizler recalled that, at one time, the City Treasurer and City Attorney were part-time positions, and the City Attorney was also engaged in private practice, but the positions were changed to a full-time positions.

Chairman Serena noted that the volume of work performed by the City Attorney's office is such that it is a full-time responsibility and requires assistance from additional in-house counsel as well as outside legal counsel.

Alternate Member Covington noted that this issue is very political, and expressed support for retaining these elected offices, because elected officers ensures public access, because an elected official must answer to the public.

Alternate Member Covington moved to table the issue to the year 2005. The motion received no second.

Member Dreizler stated that she would have preferred that the information supplied by staff be submitted in writing rather than orally so that she would have time to read and absorb the information.

Member Cote recalled that the last time this issue was discussed by the City Council, the Council took no action to change the City Attorney to an appointed position, and indicated that the voters would probably not be in favor of such a change.

Member Cote preferred that the budget responsibilities be transferred from the City Treasurer to the City Manager.

Member Schmalz's motion failed by the following vote:

AYES: Dreizler, Schmalz;
NOES: Alternate Member Covington, Cote, Serena;
ABSENT: Toomey (Alternate Member Covington substituting).

Member Dreizler moved, seconded by Member Schmalz, to recommend a Charter amendment to require that the City Attorney be appointed by the City Council.

Prior to the vote:

Member Schmalz felt it imperative that this position be appointed by the City Council, because the City Attorney provides legal representation for the City Council.

Member Dreizler's motion carried by the following vote:

AYES: Dreizler, Schmalz, Serena;
NOES: Alternate Member Covington, Cote;
ABSENT: Toomey (Alternate Member Covington substituting).

Chairman Serena felt that the City Clerk should remain an elected official rather than being appointed, and suggested that the accounting-related requirements should be eliminated.

Chairman Serena expressed support for retaining the existing qualifications for the office of City Attorney.

Member Schmalz moved, seconded by Member Cote, to recommend a Charter amendment by deleting the finance-related qualifications for the office of City Clerk, and to transfer the finance-related responsibilities to the City Manager.

Prior to the vote:

Alternative Member Covington moved, seconded by Member Schmalz, to divide the question. Hearing no objections, Chairman Serena so ordered.

The motion to transfer finance-related responsibilities from the City Clerk to the City Manager passed by the following vote:

AYES: Dreizler, Schmalz, Cote, Serena;
NOES: Alternate Member Covington;
ABSENT: Toomey (Alternate Member Covington substituting).

The motion to delete finance-related requirements for the office of City Clerk passed by the following vote:

AYES: Dreizler, Alternate Member Covington, Schmalz, Cote, Serena;
NOES: None;
ABSENT: Toomey (Alternate Member Covington substituting).

Member Schmalz moved, seconded by Member Cote, to amend Charter to reflect that elected Department Heads not be supervised by the City Manager by amending Charter Section 12.3(a) to insert the words "non-elected" before the words "Department Heads and employee of the City" and to add the words "unless otherwise provided in the Charter," and to make the same changes to Charter Section 12.3(e).

Prior to the vote:

Chairman Serena indicated that appointed deputies work for elected Department Heads outside the supervision of the City Manager.

Member Dreizler pointed out that the City has some deputies which are civil servants, but also has some deputies which are not civil servants.

John Parsons of Redondo Beach commented that it would be a mistake to have an appointed City Attorney answer to the City Council, because most of what the City Attorney performs are day-to-day activities, and the City Attorney works with the City Manager in that regard, and the City Attorney needs to have the supervision of the City Manager if the City Attorney is not going to have to answer to the voters.

Chairman Serena asked if the City Attorney works at the direction of the City Council, to which Assistant City Attorney Remelmeyer responded affirmatively, and added:

1. It would be appropriate for the City Attorney to be appointed by the highest body representing the City government, which is the City Council;
2. It is more important that the City Attorney be independent of the City Manager than having the City Attorney be independent of the City Council; and
3. In most cities that have an appointed City Attorney, the City Attorney is appointed by the City Council.

Mr. Parsons indicated he would be comfortable having the Council appoint the City Attorney, but would be concerned about to whom the City Attorney would have to answer.

Member Schmalz's motion carried by the following vote:

AYES: Dreizler, Alternate Member Covington,
Schmalz, Cote, Serena;
NOES: None;
ABSENT: Toomey (Alternate Member Covington
substituting).

Member Schmalz moved, seconded by Member Dreizler, to recommend that Charter Section 11.2 be amended to indicate that an appointed City Attorney would be responsible to the City Council. Hearing no objections, Chairman Serena so ordered.

Member Cote asked if these revisions will be brought back to the Committee for review prior to being forwarded on to the City Council, to which Chairman Serena responded by indicating that Assistant City Attorney Remelmeyer will report back with a resolution for approval, but the approval will be limited to the language, and not discussion of the subject per se.

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RECESSED: 10:38 - 10:54 AM

At 10:38 a.m., The Committee recessed briefly and reconvened at 10:54 a.m.

ROLL CALL

Commissioners Present: Dreizler, Alternate Member
Covington, Schmalz, Cote, Serena;
Commissioners Absent: Toomey (Alternate Member Covington
substituting);
Officials Present: Stanley Remelmeyer, Assistant City
Attorney;
Kim Chafin, Minutes Secretary.

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10:55 A.M.
UPDATE FROM CITY ATTORNEY

Assistant City Attorney Remelmeyer reported that he has received no items recommending or requesting possible areas of modification to the Charter.

9:05 AM

RE-AFFIRMED ACTION OF 5/28/95 REGARDING OFFICE OF CITY ATTORNEY & RESCINDED ACTION OF 5/95 REGARDING OFFICE OF CITY ATTORNEY; ADOPTED RESOLUTION RECOMMENDING A BALLOT MEASURE FOR A CHARTER AMENDMENT TO TRANSFER FINANCIAL DUTIES OF THE CITY CLERK TO THE CITY MANAGER, DELETING ACCOUNTING COURSE REQUIREMENTS FOR CANDIDATES FOR THE OFFICE OF CITY CLERK, DELETING REQUIREMENT THAT THE CITY CLERK POST A BOND, & REMOVING ELECTED DEPARTMENT HEADS & THEIR EMPLOYEES FROM SUPERVISION BY THE CITY MANAGER & DIRECTED STAFF TO AMEND PROP A ACCORDINGLY

Regarding the recommendation to review and forward to the City Council the Committee's resolution(s) regarding changes in the offices of the City Clerk, City Treasurer, City Attorney and City Manager, Member Cote stated that the Committee's credibility is on the line, and the Committee should rescind all action taken at the May 1995 meeting regarding the City Attorney, with the exception of the subject of qualifications, because the Committee previously handled those matters in May of 1994.

Member Dreizler moved, seconded by Alternate Member Snow, to reconsider the Committee's actions of May 1995 regarding the subject of the appointment of the City Attorney.

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Member Cote made a substitute motion, seconded by Member Toomey, to re-affirm the Committee's actions of May 28, 1994 regarding the City Attorney, and to rescind the Committee's actions of May 1995 regarding the City Attorney.

Prior to the vote:

Member Cote commented that in May 1994, the Committee completed its work on the subject of the City Attorney, with the exception of the subject of qualifications.

Member Toomey asked the City Attorney about his position, to which City Attorney Jerry Goddard responded that his position is consistent with the Committee's actions of May 1994.

Member Toomey believed that the position should remain an elected position rather than appointed.

Member Lenke expressed support for maintaining an elected City Attorney rather than an appointed City Attorney, because it provides a system of checks and balances.

Member Cote and Alternate Member Snow expressed support for having an elected City Attorney rather than an appointed City Attorney.

Member Dreizler indicated that her main concern is regarding the qualifications of that office, and expressed support for

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having an elected City Attorney rather than an appointed City Attorney.

John Parsons of Redondo Beach noted that a lot of qualified people don't even run for the office because the position does not pay enough, and most private attorneys would be taking a pay cut if they were elected to the office of City Attorney in Redondo Beach.

Member Cote's substitute motion carried by the following vote:

AYES: Dreizler, Toomey, Lemke, Alternate Member
Snow, Cote, Serena;
NOES: None;
ABSENT: Schmalz (Alternate Member Snow substituting).

Regarding the memorandum from Assistant City Attorney Remelmeyer dated June 24, 1995 and the proposed resolution, entitled "A Resolution of the Charter Review Committee of the City of Redondo Beach, California, Recommending that the City Council place on the Ballot a Proposed Charter Amendment Transferring the Financial (Including Accounting) Duties of the City Clerk to the City Manager, Deleting the Accounting Course Requirements for Candidates for the Office of City Clerk, Deleting the Requirement that the City Clerk Post a Bond, and Removing Elected Department Heads and their Employees from Supervision by the City Manager," Assistant City Attorney

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SAMPLE BALLOT

and Voter Information Pamphlet

GENERAL MUNICIPAL ELECTION
TUESDAY, MARCH 2, 1999

**Sample Ballot compiled by
the Office of the City Clerk**

POLLS OPEN AT 7 A.M. AND CLOSE AT 8 P.M.



NOTICE: APPLICATION TO "VOTE BY MAIL" ON BACK COVER

DO NOT VOTE IN PAMPHLET USE BALLOT CARD ONLY. **BG 1**

**1-1 OFFICIAL BALLOT - CITY OF REDONDO BEACH
GENERAL MUNICIPAL ELECTION - MARCH 2, 1999**

CITY OF REDONDO BEACH

For CITY CLERK

Vote for ONE

- | | | |
|---|------------|-----------------------|
| ELEANOR MANZANO
Business Owner/Accountant | 3 → | <input type="radio"/> |
| CHRISTOPHER BOYLE
Accountant/Local Businessperson | 4 → | <input type="radio"/> |
| SANDY FORREST
Certified Municipal Clerk | 5 → | <input type="radio"/> |
| BOB FOY
Business Executive/Publisher | 6 → | <input type="radio"/> |
| LORRY HEMPE
Senior Public Administrator | 7 → | <input type="radio"/> |
| JOHN L. OLIVER
City Clerk | 8 → | <input type="radio"/> |

For CITY TREASURER

Vote for ONE

- | | | |
|--|-------------|-----------------------|
| BILL DURHAM
Businessman | 10 → | <input type="radio"/> |
| ARMANDO HERRERA
Department Manager | 11 → | <input type="radio"/> |
| ERNIE O'DELL
City Treasurer | 12 → | <input type="radio"/> |

(CAL082-BG1)

**2-1 OFFICIAL BALLOT - CITY OF REDONDO BEACH
GENERAL MUNICIPAL ELECTION - MARCH 2, 1999**

REDONDO BEACH UNIFIED SCHOOL DISTRICT

For MEMBER of the BOARD of EDUCATION

Vote for no more than TWO

- | | | |
|---|-------------|-----------------------|
| DAVID WIGGINS
Attorney | 22 → | <input type="radio"/> |
| JUDY SWANSON
Homemaker | 23 → | <input type="radio"/> |
| KATHY FORSETH
Executive Assistant | 24 → | <input type="radio"/> |
| TORY ERICKSON
Attorney | 25 → | <input type="radio"/> |
| KEVIN R. PATA
CPA/Parent | 26 → | <input type="radio"/> |
| D. ZEKE ZEIDLER
Redondo Beach School Board Member | 27 → | <input type="radio"/> |

MEASURES SUBMITTED TO VOTERS

- | | | |
|--|-----------------|-----------------------|
| A ADVISORY VOTE ONLY
Should the City Attorney be appointed by the City Council instead of elected by the voters? | YES 29 → | <input type="radio"/> |
| | NO 30 → | <input type="radio"/> |
| B ADVISORY VOTE ONLY
Should the City Clerk be appointed by the City Council instead of elected by the voters? | YES 31 → | <input type="radio"/> |
| | NO 32 → | <input type="radio"/> |
| C ADVISORY VOTE ONLY
Should the City Treasurer be appointed by the City Council instead of elected by the voters? | YES 33 → | <input type="radio"/> |
| | NO 34 → | <input type="radio"/> |

(CAL082-BG1,2,3)

SAMPLE BALLOT

**IMPARTIAL ANALYSIS OF PROPOSITION A
ADVISORY BALLOT MEASURE
APPOINTMENT OF CITY ATTORNEY**

The City Charter (Article 8, Section 10) now provides that the office of City Attorney shall be filled by election of the City's voters. Proposition A, if adopted, will determine that the majority of the people voting at this election desire that a change be made in the law to provide that the City Attorney should be appointed by the City Council instead of being elected by the voters. However, because Proposition A is only advisory, its adoption will not make a change in the law. A change in the law to provide that the City Attorney shall be appointed by the City Council, instead of being elected by the voters, can only occur if a Charter amendment so providing is placed on the ballot at a future municipal election and adopted by the voters.

/s/ Stan Remelmeyer
Assistant City Attorney

Vote By Mail!

See Back Cover for Details

ARGUMENT IN FAVOR OF MEASURE A

SPECIFYING WHETHER THE OFFICE OF THE CITY ATTORNEY SHOULD BE MADE APPOINTIVE INSTEAD OF ELECTIVE

Would you hire an attorney you couldn't dismiss for poor performance? That's what we have in Redondo Beach. It's time for a change.

When our Charter was written, the City Attorney's office was part-time. A resident could work a few hours a week then go back to his/her practice.

Now, we elect a full-time attorney, responsible for spending well over \$1 million annually on a wide array of legal issues. But the office is still filled the same way it was in 1949. It's time for a change.

We need to hire the best attorney we can find to handle the complex legal matters that could cost the city millions if not handled properly. But we can't because we are limited to residents willing to spend more than \$50,000 running for an office paying less than can be made in an average law firm.

Therefore, we don't get the cream of the crop. It's time for a change.

There is a way to get the best representation possible. Permit your City Council to hire our attorney. We could select from the best this entire region has to offer. We will save money. We will be sure the advice your council receives is free of political influence or agenda. We will avoid politically-oriented lawsuits.

You may think you would lose power by allowing your Council to hire our Attorney. In fact, you would gain management control, improve work quality and save money. And you would be able to remove anyone who tries to use his office to provide political favors to friends and political donors. This we absolutely do not need from the person who is supposed to advise impartially on all legal matters.

Get back your control of the City Attorney's office. Please vote yes on Proposition A.

GORDON PHILLIPS, City Attorney, 1981-93
BOB PINZLER, Councilmember, District 4
KURT SCHMALZ, Member, Charter Review Committee
KEVIN SULLIVAN, Councilmember, District 2
MARILYN WHITE, Councilmember, District 5

REBUTTAL TO ARGUMENT IN FAVOR OF MEASURE A

SPECIFYING WHETHER THE OFFICE OF THE CITY ATTORNEY SHOULD BE MADE APPOINTIVE INSTEAD OF ELECTIVE

The People need to ask themselves:

If giving up their right to elect a City Attorney (CA), in favor of appointment by City Council, results in more or less voter control?

If having an Elected CA increases or decreases performance in office, citizen access to information, or responsiveness to community needs.

When citizens raise questions at Council meetings, to whom do they want the CA to respond, the Council or the citizen?

Who will be more fiscally responsible, an elected CA who lives and works in the City and must stand for re-election or an appointed attorney from an outside firm?

California bar statistics indicate that more than 300 practicing attorney's reside in the City. Certainly a large enough group from which to find capable leadership.

If the existing CA position is substantially underpaid, why doesn't the Council increase the compensation to attract more candidates? We will certainly pay an appointed attorney more.

The CA is not a courtroom litigator, but is a manager of litigation. Careful supervision in the handling of cases for the best possible defense in the most cost-effective manner.

What do you think causes the greatest amount of costly litigation, decisions of the CA or decisions of the Council? What happens when the independent separately elected CA becomes the personally appointed legal advisor of the Council. Who will act as a knowledgeable "watch-dog" then?

The People need to ask themselves - who they want their City Attorney to represent? VOTE NO ON THIS MEASURE!

JERRY GODDARD, CITY ATTORNEY
C. DAVID SERENA, CHAIRMAN - CHARTER REVIEW COMMITTEE

ARGUMENT AGAINST MEASURE A

SPECIFYING WHETHER THE OFFICE OF THE CITY ATTORNEY SHOULD BE MADE APPOINTIVE INSTEAD OF ELECTIVE

For nearly 50 years the Redondo Beach City Attorney/City Prosecutor position has been elected by the People. The existing "plan" for local government found in the City Charter intentionally creates a distribution of power across a wide base of voter choice. The City Council shares their decision-making authority with a separately elected Mayor, Attorney, Clerk, and Treasurer. This gives the voter more access, more input, more choice, and more control.

Each elected position has been given limited Charter powers as part of a city government by consensus. Each acts as a form of "checks and balances" to moderate the authority of others. This balance should not be changed without a full public discussion and recommendation from the Charter Review Commission. The most recent recommendation by the Commission in 1994 was to retain the elected City Attorney without change.

Under the Charter, the Elected City Attorney is responsible for all civil and criminal legal matters. It is paramount that the office be protected from the political influences of whatever is "popular" this week. The City Attorney must often act as the "messenger" of bad news and is the officer responsible for proper enforcement of the rules. The city needs someone who will speak directly to the issues and "if necessary" say no to the Council when appropriate.

Remember, an appointed City Attorney serves at the pleasure of the Council, where removal requires only three Council votes on any Tuesday night. Legal opinions should reflect a neutral, accurate analysis of the law and not be based on what the politicians want to hear. The People need a separately elected voice to provide independent advice.

Avoid the "consolidation" of power in the hands of a few. Avoid reducing voter choice. Retain the elected City Attorney's position. **VOTE NO ON THIS MEASURE!**

**JERRY GODDARD, CITY ATTORNEY
C. DAVID SERENA, CHAIRMAN - CHARTER REVIEW
COMMITTEE**

REBUTTAL TO ARGUMENT AGAINST MEASURE A

SPECIFYING WHETHER THE OFFICE OF THE CITY ATTORNEY SHOULD BE MADE APPOINTIVE INSTEAD OF ELECTIVE

The City Attorney's arguments call for power that is not delegated to him in the Charter.

The City Attorney's arguments would have you believe that you would destroy "checks and balances" by appointing this office. In fact, we elect a 5-person City Council and have a City Manager to provide a balance of decision-making throughout the city. No one person can make any decision about hiring or firing an appointed official. If you don't like how personnel decisions are made, then vote out the Councilmembers.

An appointed city attorney will provide independent advice completely unclouded by political influence. An elected city attorney may be beholden to special interests which would be to the detriment of the city.

An appointed city attorney will be the best person we can find, not just the most politically astute among those limited few residents who wish to spend the tens of thousands of dollars necessary to win a job which pays far less than even a moderately successful attorney can make in the private sector. We are now stuck with choosing the most political among the least qualified.

Do not allow this power grab to occur. Vote to appoint our city attorney. Please vote yes on Proposition A.

**GORDON PHILLIPS, City Attorney, 1981-1993
BOB PINZLER, Councilmember, District 4
KURT SCHMALZ, Member Charter Review Committee
KEVIN SULLIVAN, Councilmember, District 2
MARILYN WHITE, Councilmember, District 5**

RESOLUTION NO. 8075

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
REDONDO BEACH, CALIFORNIA, DECLARING THE
RESULTS OF THE VOTES CAST AT THE GENERAL MUNICIPAL
ELECTION HELD IN THE CITY OF REDONDO BEACH ON
MARCH 2, 1999**

WHEREAS, a General Municipal Election was held and conducted in the City of Redondo Beach, County of Los Angeles, State of California, on Tuesday, the 2nd day of March, 1999, under and pursuant to the requirements of the laws of the State of California, relating to General Law cities, and in accordance with the provisions of the Charter of the City of Redondo Beach and the Constitution of said State; and

WHEREAS, it appears, and the City Council finds that the said election was duly and legally called by Resolution No. 8032 passed and adopted on the 15th day of September 1998, notices were duly and legally given and there were nineteen (19) consolidated voting precincts within said City provided by the City Council of the City of Redondo Beach; election officers were provided and election supplies furnished as required by law; that in all respects said General Municipal Election was held and conducted and the votes cast thereat, received and canvassed, and the returns made and declared in time, form, and manner by the City Clerk of the City of Redondo Beach as required by the general laws of the State of California governing elections in general law cities, and in accordance with the provisions of the Charter of the City of Redondo Beach and the constitution of the State of California, and in accordance with Resolution No. 8032 of said City; and

WHEREAS, the City Clerk has canvassed the returns of said election as required by Resolution No. 8034 and has declared the results thereof, and the City Council has found that the number of votes cast, the results of said election and other matters required by law to be as hereinafter stated;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, AND DETERMINE AS FOLLOWS:

SECTION 1. That said General Municipal Election was held in the City of Redondo Beach on Tuesday, March 2, 1999, in the time, form, and manner as required by law.

SECTION 2. That there were nineteen (19) voting precincts established for the purpose of holding said election which were provided by the City Council of the City of Redondo Beach.

SECTION 3. That the whole number of votes cast in the precincts except absent voter ballots and provisional ballots was 4,308. That the whole number of absent voter ballots cast in the City was 1,715, the whole number of provisional ballots cast in the City was 35, making a total of 1,750.

SECTION 4. That the names of the persons voted for, the office to fill which each person was voted for, the number of votes given at each precinct to each of such persons, and the total number of votes cast in said City at said election for each for each of such persons were as follows:

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AND, THAT AT SAID GENERAL MUNICIPAL ELECTION, three (3) Proposition were submitted to the voters of said City, and the number of votes for and against said Proposition at each precinct, and the total number of votes cast in the City for and against each Proposition are as follows:

Proposition A: (Advisory Vote) An advisory measure to determine whether the office of the City Attorney should be appointive by the City Council instead of elective by the Voters.

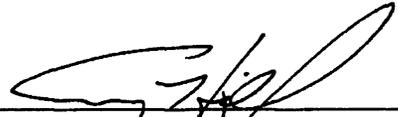
Proposition A would determine the wishes of the People of Redondo Beach as to whether the office of the City Attorney should be made appointive by the City Council instead of elective by the voters.

<u>Precinct No.</u>	<u>YES</u>	<u>NO</u>
1	83	271
4	78	337
10	50	190
12	55	215
16	64	174
17	95	127
22	41	146
24	42	112
26	51	152
29	54	231
32	40	123
38	43	155
41	35	126
42	27	151
44	61	243
48	50	149
60	40	123
93	23	100
97	12	95
PRECINCTS	944	3220
ABSENTEE	408	1245
PROVISIONAL	7	25
<u>TOTAL VOTES</u>	1359	4490

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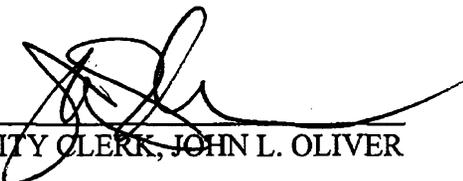
The City Clerk shall certify to the passage and of this resolution, shall enter the same in the Book of Resolutions of said City and shall make a minute of the passage and adoption thereof in the records of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 16th day of March, 1999.


MAYOR, GREG HILL

APPROVED AS TO FORM

ATTEST:


CITY CLERK, JOHN L. OLIVER


STANLEY E. REMELMEYER
ASSISTANT CITY ATTORNEY

E/ECTION MATERIAL>DECLARING RESULT OF ELECTION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF REDONDO BEACH)

I, JOHN OLIVER, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing resolution, being Resolution No. 8075 was passed and adopted by the City Council, at a regular meeting of said Council held on the 16th day of March, 1999, and there after signed and approved by the Mayor and attested by the City Clerk of said City, and that said resolution was adopted by the following vote:

AYES: Council Members Bisignano, Sullivan, Gin,
Pinzler, and White.

NOES: None.

ABSENT: None.


City Clerk of the City of
Redondo Beach, California

A regular meeting of the City Council of the City of Redondo Beach, California, was called to order at 8:00 o'clock p.m. in the Council Chamber on the above date by Clyde Marsh, Mayor.

ROLL CALL

Councilmen Present: Axenty, Dailey, Muegenburg, Venable and Wortham;
Councilmen Absent: None.

SALUTE TO THE FLAG:

At the request of the Mayor, the audience and members of the City Council rose and gave the pledge of allegiance to the Flag.

MINUTES OF THE PREVIOUS MEETING

It was moved by Councilman Wortham and seconded by Councilman Muegenburg that the minutes of the regular meeting held on the 7th day of April, 1947 be approved as posted. This motion was carried by the following vote:

AYES: Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES: None;
ABSENT: None.

BIDS ON MOTORCYCLE:

The Deputy City Clerk announced that this was the time set for the opening of bids for furnishing the city with a motorcycle, and stated that one bid had been received. Councilman Dailey moved that the bid be opened, examined and publicly declared. Councilman Venable seconded the motion which was carried by the following vote:

AYES: Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES: None;
ABSENT: None.

The Council thereupon proceeded to open, examine and publicly declare the bid received; to wit

BID OF RICH BUDELIER, 2531 South Main Street,
Los Angeles 7, California

GA Servi-car Harley-Davidson Police Motorcycle, including
certain equipment, but not furnishing the jiffy stand.
If stand desired the price would be \$4.00 extra;

Total Price.....	\$ 919.00
Sales Tax 2½%.....	22.98
TOTAL DELIVERED COST.....	\$ 941.98

It was thereupon moved by Councilman Muegenburg and seconded by Councilman Wortham that the bid be and the same is hereby accepted. This motion was carried by the following vote:

AYES: Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES: None;
ABSENT: None.

WRITTEN COMMUNICATIONS

BUILDING ON EL PASEO:

J. R. RICHARDSON, Deputy Building Inspector, dated April 21, 1947, advising in reference to buildings on El Paseo: stating he believes these small buildings will be removed when the city acquires 7' on the west side of El Paseo for highway purposes, and further advising that he believes said buildings comply with the building code. It was thereupon moved by Councilman Dailey and seconded by Councilman Muegenburg that the said letter be received and filed. Carried.

STREET DEPARTMENT:

J. R. FIFIELD, Assistant Street Superintendent, dated April 21, 1947. advising in reference to the bulldozer power take-off; stating that the larger take-off can be purchased for a net price of approximately \$400.00 providing present equipment is turned in. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Dailey that the Purchasing Agent be and he is hereby authorized to purchase the equipment referred to in said letter. This motion was carried by the following vote:

AYES: Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES: None;
ABSENT: None.

PARKING METERS:

R. A. HARDIE, dated April 10, 1947, submitting report of parking meters for the period March 7 to April 7, 1947 inclusive. It was thereupon moved by Councilman Wortham and seconded by Councilman Axenty that the said report be received and filed. Carried.

Councilman Muegenburg called attention to the matter of acceptance of the parking meters; stating he believed that on May 15, 1947 the city must either reject or accept the parking meters and further stated that in many instances parking meters were not completely installed until the first of April. Following a discussion it was moved by Councilman Muegenburg and seconded by Councilman Wortham that the City Attorney's office give the City Council, at its first meeting in May, an opinion upon the acceptance date of the parking meters according to the contract and bid. Carried.

TRAFFIC SIGNS:

S. V. CORTELYOU, District Engineer, Division of Highways, dated April 18, 1947, advising of change in the kind of signs to be installed in future by the Automobile Club of Southern California; thereby requiring the cities to either purchase warning and regulatory signs direct from the manufacturer and install same, or request the State to install and maintain all signs with the exception of those relating to police regulations.

It was moved by Councilman Wortham and seconded by Councilman Axenty that the City Clerk be and he is hereby authorized and directed to inform Mr. Cortelyou that the city will take care of signs of that nature in the future. Carried.

LOOFF BUILDING:

WILLIAM E. MacFADEN, City Attorney, dated April 11, 1947, stating in his opinion the Council should give all of the lessees on the pier credit on rental payments in proportion to the time the businesses were actually closed: that it is his recollection the skating rink owned by Charles S. Mason and Theodore A. Sundahl was operating in February: that the request of Charles S. Mason and Theodore A. Sundahl for an extension of one year on their present lease be denied as the closing was during the slow season and the city having expended some \$10,000 it would seem that the lessees were the ones most benefited. It was thereupon moved by Councilman Dailey and seconded by Councilman Muegenburg that the recommendations of the City Attorney be accepted and credit be allowed to said lessees in accordance therewith and that the request for a one year extension of the lease now held by Charles S. Mason and Theodore A. Sundahl be denied. This motion was carried by the following Vote:

AYES:	Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES:	None;
ABSENT:	None.

CIVIL SERVICE EXAMINATIONS- POLICE DEPARTMENT:

THE REDONDO BEACH POLICE OFFICERS ASSOCIATION, dated April 11, 1947, protesting the advisability of changing the age limits on coming civil service examinations for police officers; recommending that the age requirements for the office of patrolman be not less than 21 nor more than 35 years of age at time of examination, but that the age and physical requirements should be waived for persons now employed as temporary patrolmen. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Venable that the said letter be filed as the age limit on the bulletin referred had been made to read not more than 35 years of age for applicants other than those now employed in the department. Carried.

GIRL SCOUTS:- COMMUNITY HALL:

SOUTH BAY COUNCIL GIRL SCOUTS, dated April 18, 1947, requesting permission to share the little store room in the North Redondo Beach Community Hall; said room to be used temporarily until such time as a permanent place can be secured. It was thereupon moved by Councilman Axenty and seconded by Councilman Muegenburg that the request be granted. Carried.

PERMIT:

BLIND SIGHTSAVING FOUNDATION, dated April 16, 1947, requesting permission to sell dance tickets

for a dance to be held at the Riviera Country Club on June 27, 1947. Following advice from the Chief of Police it was moved by Councilman Wortham and seconded by Councilman Muegenburg that the said letter be referred to the Chief of Police with power to act. Carried.

STREET DEPARTMENT:

The Deputy City Clerk presented notices from Assistant Street Superintendent J. R. Fifield advising of the temporary employment as laborers of Arch Hardgrave, 411 Emerald Street, effective April 14, 1947; and of John M. Frizell, 717 North Irena Avenue, effective April 16, 1947. It was thereupon moved by Councilman Dailey and seconded by Councilman Muegenburg that the said temporary appointments be and the same are hereby approved. Carried.

COMPTON BOULEVARD:

GEORGE C. BURCH, Engineer, dated April 17, 1947, attaching a letter from the Road Commissioner of Los Angeles County relative to paving Compton Boulevard between Aviation Boulevard and Inglewood Avenue; cost of resurfacing said portion being \$1500, and stating if the city wishes the county to do said work and will so advise the matter will be presented in a formal manner at a later date. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Dailey that the said letter be referred to the Finance Committee. Carried.

COMMUNITY HALL:

J. J. TAYLOR, Director, Technocracy, dated April 7, 1947, requesting the use of the North Redondo Beach Community Hall a certain night each week from 8:00 to 10:00 o'clock. It was thereupon moved by Councilman Wortham and seconded by Councilman Dailey that the City Clerk be and he is hereby authorized and directed to advise Mr. Taylor that the Community Hall is in use every night. Carried.

LIBRARY:

MRS. J. V. MCKIM, and eighteen others, expressing their appreciation for having a fence placed around the play yard in the city park. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Venable that the said letter be received and filed. Carried.

PERMIT:

HARRI L. DAVIES, M.D., not dated, requesting permission to conduct their Annual Ingathering Campaign for the welfare, and uplift work carried on by the Seventh-Day Adventist Church; said campaign to start immediately and to last for one month. It was thereupon moved by Councilman Dailey and seconded by Councilman Muegenburg that the said request be and the same is hereby granted. Carried.

PERMIT:

REDONDO BEACH POST NO. 3255, V.F.W. dated April 10, 1947, requesting permission to sell buddy poppies on the streets on May 23-27, 1947. It was thereupon moved by Councilman Wortham and seconded by Councilman Axenty that the said request be and the same is hereby granted. Carried.

PERMIT- GAME:

A. LOWELL HOPKINS, Chief of Police, dated April 11, 1947, advising that he had made an inspection of the Hoopla Wachla Game and had found it to be a strictly amusement game: further stating that approval was given to the applicant, Mrs. Edith LeBeau, for the issuance of a license to conduct said game at 127, El Paseo. It was thereupon moved by Councilman Dailey and seconded by Councilman Venable that the said letter be received and filed. Carried.

SCHOOL ELECTION:

HARRY P. McCANDLESS, Superintendent, Redondo Beach City Schools, dated April 9, 1947, requesting the use of the Community Hall at 1620 Pier Avenue on May 16 for the purpose of holding the Redondo Beach City School District and the Redondo Union High School District election. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Dailey that the said request be and the same is hereby granted, and the City Clerk is hereby authorized and directed to notify the persons

who have been granted permission to use the hall on that day. Carried.

BOULEVARD STOPS:

A. LOWELL HOPKINS, Chief of Police, dated April 17, 1947, reporting on an investigation made in conjunction with the Chief of Police of Manhattan Beach regarding a boulevard stop at the intersection of Center Street and Aviation Boulevard for north and south bound traffic: stating that the City of Manhattan Beach has approved up to \$400 for the purpose of standing one-half of the expense for the installation of one center red, green and amber traffic control signal light at said intersection- the other half to be borne by Redondo Beach: further stating it would be advisable for Redondo Beach to provide for a boulevard stop on the southeast corner of the intersection for north bound traffic, Manhattan Beach planning a like stop on the northwest corner for south bound traffic, and suggesting that an ordinance be adopted providing for said boulevard stop. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Wortham that the City Attorney be and he is hereby authorized and directed to prepare an ordinance providing for said boulevard stop. This motion was carried by the following vote:

AYES:	Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES:	None;
ABSENT:	None.

It was moved by Councilman Muegenburg and seconded by Councilman Venable that the Council go on record as approving the expenditure of 50% of the cost of installing signal light in conjunction with Manhattan Beach Police Department in an amount not to exceed \$400. This motion was carried by the following vote:

AYES:	Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES:	None;
ABSENT:	None.

NORTH REDONDO BEACH- HORSE CORRAL:

A. LOWELL HOPKINS, Chief of Police, dated April 17, 1947, advising of an investigation made of a horse corral under construction at 2105-07 Warfield Avenue: stating he had checked with the building department and apparently there is nothing in the zoning ordinance to prevent the keeping of horses providing they are kept in compliance with all sanitary regulations of the Health Department. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Dailey that the said letter be received and filed. Carried.

PERMIT:

MARY M. EICH, Secretary, City Planning Commission, dated April 16, 1947, stating that letter from Joe Jensen requesting permission to operate as a scientific masseur at 1316 Pier Avenue which was referred to the said Commission was being returned to the Council for the reason that 1316 Pier Avenue is in a C-3 zone which is the proper zone for such a business. It was thereupon moved by Councilman Dailey and seconded by Councilman Muegenburg that permission is hereby granted to Mr. Jensen to operate said business at the location stated. Carried.

ZONING AMENDMENT- SECTION 9-

MARY M. EICH, Secretary, City Planning Commission, dated April 16, 1947, advising that it is the recommendation of said Commission that the zoning ordinance be amended by amending Section 9 by changing a certain piece or parcel of land situated in Section 33, Township 3, South, Range 14 West, S.B.M. in the area designated as Rancho Sausal Redondo from a district of Zone S to a district of Zone M-3. The City Attorney stated if it was the pleasure of the Council the following resolution; to wit,

WHEREAS, a certain proposed amendment to the Zoning Ordinance of the City of Redondo Beach, California, was initiated by a petition of the owners of certain property;

WHEREAS, said proposed amendment has been considered by the City Planning Commission of said city, which Commission did hold certain public hearings on said proposed amendment, and did under date of April 16, 1947 report on said proposed amendment to the City Council of said city;

RESOLVED, that said City Council does hereby set the 5th day of May, 1947, beginning at the hour of 8:00 o'clock p.m., or as soon thereafter as possible, as the time, and the Council Chamber in the City Hall as the place for public hearing to be held by said City Council on said proposed amendment, at which hearing

any and all persons interested in said proposed amendment may appear and be heard thereon; and

BE IT FURTHER RESOLVED, that the City Clerk of said city be and he is hereby directed and instructed to publish notice of the aforesaid hearing not less than nine (9) days next preceding the date thereof in the Daily Breeze, a newspaper of general circulation in said city,"

could be adopted. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Dailey that the said resolution be and the same is hereby adopted. This motion was carried by the following vote:

AYES: Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES: None;
ABSENT: None.

USE PERMIT- LENORE ALEXANDER:

MARY M. EICH, Secretary, City Planning Commission, dated April 15, 1947, advising that it was the recommendation of the said Commission that application of Lenore Alexander, 2104 Grant Avenue, for permission to use building in rear of lot to make screen art designs be denied. It was thereupon moved by Councilman Muegenburg that the recommendations of the City Planning Commission be concurred in. This motion failed of adoption due to lack of a second. Following a discussion it was moved by Councilman Axenty and seconded by Councilman Dailey that Use Permit be issued to Lenore Alexander; said Use Permit permitting her to use said building for the purpose requested and to be granted for a period of one year. This motion was carried by the following vote:

AYES: Councilmen Axenty, Dailey, and Wortham;
NOES: Councilmen Muegenburg and Venable;
ABSENT: None.

REFUND OF LICENSE:

CARL E. DODGE, dated April 16, 1947, advising that he had rented a little office in front of property at 816 Irena Avenue for a real estate office: that he had secured permit to operate said business, but that the owner refused to rent the premises for that purpose, and requesting that permit fee of \$3.00 be refunded to him. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Venable that the said letter be received and filed. Carried.

LIQUOR PERMITS:

The Deputy City Clerk presented notices from the State Board of Equalization advising that the following persons had made applications for liquor permits; to wit,

On Sale Beer- Effie A. Schroeder and Clara M. Wade, dba Victory Inn,
2505 Redondo Beach Boulevard;

On Sale Beer, Kentucky Boys Inc., dba Kentucky Boys,
512 North Camino Real.

It was moved by Councilman Muegenburg and seconded by Councilman Axenty that the said notices be received and filed. Carried.

PARKING METERS:

MOHR BROTHERS ENTERPRISES, not dated, advising that in the operation of the Redondo Playland and the pool hall next door it is necessary to operate two trucks in connection with said businesses: that there are no places available on El Paseo for parking these trucks while loading and unloading: calling attention to the fact that that portion of El Paseo which borders directly on the bottom of the steps leading from Pacific Avenue to El Paseo receives very little use, and suggesting that the city remove those particular meters and rent parking spaces to merchants requiring the use of trucks at the same rate as now being paid by taxicab companies. It was moved by Councilman Dailey and seconded by Councilman Muegenburg that the said request be and the same is hereby granted. This motion was carried by the following vote:

AYES: Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES: None;
ABSENT: None.

LIFE GUARD SERVICE:

COUNTY OF LOS ANGELES, Department of Parks and Recreation, dated April 15, 1947, advising that

expenditures for lifeguard service for the City of Redondo Beach by the county amount to \$7,111.28 for the period from July 1, 1946 to February 28, 1947: that the total amount of lifeguard assistance for the year 1946-47 is \$10,000 and that on the basis of expenditures to date this figure will be exceeded before June 30th; suggesting the City Council immediately adopt a resolution by a four-fifths vote requesting the Board of Supervisors to provide supplemental lifeguard assistance for the amount of \$4,000 for the balance of 1946-47 fiscal year: also suggesting that the Council adopt a resolution requesting the Board of Supervisors to provide lifeguard assistance for the fiscal year 1947-48 for the amount of \$15,000. The City Attorney presented and read in full a resolution requesting supplemental aid in the amount of \$4,000. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Dailey that Resolution No. 1551 entitled

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING SUPPLEMENTAL JOINT AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR LIFE GUARD SERVICE ON PUBLIC BEACH WITHIN SAID CITY, REQUESTING THE COUNTY TO UNDERTAKE THE FURNISHING OF SAID SERVICE, DETERMINING THE APPROXIMATE COST THEREOF, AND THE CONTRIBUTION TO BE MADE BY SAID CITY IN CONNECTION THEREWITH,"

be adopted. This motion was carried by the following vote:

AYES: Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
 NOES: None;
 ABSENT: None.

LIFEGUARD SERVICE FOR THE FISCAL YEAR 1947-48:

The City Attorney stated if it was the pleasure of the Council the following resolution could be adopted; to wit

"WHEREAS, the public beach in the City of Redondo Beach, known as 'North Beach' is city owned property and is being used by large numbers of residents of the County of Los Angeles, California, generally not residents of the City of Redondo Beach; and

WHEREAS, such use by such non-residents of said city increases the cost of maintenance of said public beach; and

WHEREAS, the City Council of said city believes that the furnishing of life guard service on said public beach should be under one centralized control; and

WHEREAS, the Department of Parks and Recreation of said county is well equipped, both as to personnel and equipment, to provide such life guard service for said beach; and

WHEREAS, said City Council believes that said County of Los Angeles through its said Department of Parks and Recreation is the agency best qualified to render such service; and

WHEREAS, said Council is advised that said Department of said County is willing to undertake the furnishing of such life guard service at said public beach under the plan of arrangement hereinafter referred to; and

WHEREAS, the City Council of the City of Redondo Beach does hereby find that the facts and statements hereinabove recited and set forth are true and correct;

NOW, THEREFORE, the City Council of the City of Redondo Beach, California, does hereby resolve, declare and determine as follows:

FIRST: That in consideration of the furnishing by said County of the necessary and adequate life guard service and equipment at said public beach during the ensuing fiscal year, July 1, 1947 to June 30, 1948, both inclusive, said City of Redondo Beach will pay to said County of Los Angeles the sum of \$62.50 per month for each calendar month of said fiscal year during which such service is so provided and maintained by said County; payment of such monthly amounts shall be made on or before the tenth day of the calendar month succeeding that in which such service was rendered;

SECOND: The City of Redondo Beach shall furnish the following facilities; necessary buildings for such life guard service, including telephone service; necessary electric power for showers and/or heat; necessary gas for lights and/or heat; necessary water for shower and first aid work; anchorage and/or moorings; first aid room, shower, locker and toilet facilities;

THIRD: That said City Council hereby, on behalf of said city, requests financial assistance from said County of Los Angeles in an amount sufficient in addition to the amount hereinabove agreed to be paid by said city to provide for the said necessary and adequate life guard service for said public beach. The estimated total cost over and above the amount so hereinabove agreed to be paid by said city is the sum of \$15,000.00 and said last mentioned item is the estimated additional maintenance cost imposed by the use of non-residents of said city of said public beach as aforesaid;

FOURTH: That in consideration of the assumption by said county of said life guard service at said public beach as hereinabove contemplated, said city does hereby grant to said county the right and jurisdiction to enter upon said public beach and furnish such life guard service thereon and thereat during the

period of said fiscal year hereinabove referred to;

FIFTH: That it is not the request of the said City of Redondo Beach in this resolution that the financial assistance should be extended and paid directly to said city, but that such life guard service and equipment should be provided by said county at said location, but said City Council believes that such assistance should be granted and provided at the earliest possible moment;

SIXTH: That the City Clerk shall certify to the passage and adoption of this resolution by a vote of at least four-fifths of the members of the City Council of said city; shall make a minute of the passage and adoption thereof in the minutes of the meeting at which the same is passed and adopted, and shall forthwith forward two certified copies thereof to the Board of Supervisors of the County of Los Angeles, State of California;

SEVENTH: That the Mayor and City Clerk be and they are hereby authorized to sign and attest all necessary resolutions in accord with the intent of this resolution."

It was moved by Councilman Muegenburg and seconded by Councilman Venable that the said resolution be adopted. This motion was carried by the following vote:

AYES:	Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES:	None;
ABSENT:	None.

VACATION- LOT 14- BLOCK C-TRACT 10300:

HELEN M. GREEN, dated April 21, 1947, requesting the vacation of a certain portion of the parkway within the curb line and property line of lot 14, block C, tract 10300, being the southeast corner of Avenida Santa Catalina and Vista del Mar, Zone C-2, and attaching map and check in the amount of \$50.00 to cover the cost of publications, etc. in connection with said vacation. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Axenty that the said letter be referred to the City Planning Commission. Carried.

PERMIT:

SIDNEY H. WELCH, Secretary, American Savings & Loan Association, dated April 21, 1947, advising that they have been requested to vacate their present quarters on or before May 30th of this year and that it will be necessary to build temporary quarters while constructing a new office building; that they plan to construct new office on lot 1, tract 5322, but desired permission to build a temporary frame building on the easterly 24' of lot 3 and the easterly 10' of lot 4, tract 5322: further requesting that permission be granted to build said temporary building together with an occupancy permit for use until 90 days after completion of new office building. It was moved by Councilman Muegenburg that the said letter be referred to the building department. Before this motion received a second a discussion ensued. Following the discussion it was moved by Councilman Wortham and seconded by Councilman Axenty that the permit be granted for temporary building with the understanding that said building will be removed ninety days after completion of permanent building. This motion was carried by the following vote:

AYES:	Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES:	None;
ABSENT:	None.

CHAMBER OF COMMERCE:

Redondo Beach Chamber of Commerce, dated April 21, 1947, advising that they are taking care of numerous requests for jobs every day; which service is made possible by the receipt of \$100.00 per month from the city. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Wortham that the said letter be received and filed. Carried.

POLICE DEPARTMENT:

A. LOWELL HOPKINS, Chief of Police, dated April 21, 1947, advising that his private car which is used in his work is in need of an engine overhaul and that the city mechanic had advised that the parts necessary for the job would not exceed \$100. It was thereupon moved by Councilman Dailey and seconded by Councilman Muegenburg that the said work be and the same is hereby authorized. This motion was carried by the following vote:

AYES:	Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES:	None;
ABSENT:	None.

POLICE DEPARTMENT:

A. LOWELL HOPKINS, Chief of Police, dated April 21, 1947, advising that the new radio broadcast and receiving equipment has arrived and that he was enclosing bid on installation and servicing of said equipment to be considered with other bids previously made; advising that it would be necessary to build a small booth at the police station to house the broadcast unit and microphones, etc., and that he would be glad to meet with the City Council or Police Commission in order to expedite said installation. Councilman Wortha, pursuant to the wishes of the City Council acting as a Committee of the Whole, moved that authorization is hereby given for the said work and that Mr. Richardson, Deputy Building Inspector, be and he is hereby authorized and directed to employ a carpenter to build the booth referred to in said communication from the Chief of Police. This motion was seconded by Councilman Dailey and was carried by the following vote:

AYES: Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
 NOES: None;
 ABSENT: None.

CONDEMNATION SUITS- BLOCK 36 AND REDONDO BEACH BOULEVARD;
 SUIT IN RE: DAMAGE TO FIRE ENGINE.

WILLIAM E. MacFADEN, City Attorney, dated April 21, 1947, attaching a statement in connection with three actions pending at the present time: stating that the matter of determining a fair fee for the amount of work done on each of said actions up to and including the present date had been discussed with Mr. Henry, and that it was the opinion of Mr. Henry and himself that the fees included in the statement were very low when present day legal fees are taken into consideration; the amount of the statement being \$600.00. It was thereupon moved by Councilman Dailey and seconded by Councilman Muegenburg that authority is hereby given for the issuance of a demand and warrant in the amount of \$600.00 payable to William E. MacFaden, City Attorney. This motion was carried by the following vote:

AYES: Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
 NOES: None;
 ABSENT: None.

REPORTS- AMUSEMENT TAX:

The Deputy City Clerk presented reports covering amusement taxes collected from the following; to wit,

Merry Go Round- Gayway - March	\$51.97
Kid Train Ride " "	12.93
Horse & Buggy Days Dance Club	10.87
Tilt-a-Whirl, March	12.49
B.P.O. Elks No. 1378, Jan-Feb-March	8.30
Rolo-plane Ride "	6.36
Hippodrome "	6.30
Yankee Patterson Circus	5.01
Fox Theatre with letter of protest	396.36
Strand " " " " "	257.47

It was moved by Councilman Wortham and seconded by Councilman Dailey that the said reports be received subject to checking, and that the said checks be received on account. Carried.

REPORTS- OIL ROYALTY- FRANCHISE REPORTS:

The Deputy City Clerk presented reports covering $2\frac{1}{2}\%$ oil royalty on oil produced and sold during February, 1947: together with franchise reports:

Redondo Improvement Company	\$309.52
Thomas W. Simmons, Simmons Oil Inc.	7.60
Walken Oil Company	130.19
Southern California Gas Company under franchise for period January 1, 1946 to Dec 31, 1946	2380.19
Shell Oil Company-franchises granted under L.A. County Ordinances Nos. 1356 and 1502	234.62

It was thereupon moved by Councilman Wortham and seconded by Councilman Muegenburg that the said reports be received subject to checking, and that the said checks be received on account. Carried.

MISCELLANEOUS REPORTS:

The Deputy City Clerk presented reports for March 1947 from the following: Deputy Building

Inspector; Police Judge; Chief of Police; City Treasurer; Parking Meter Department. It was there-upon moved by Councilman Wortham and seconded by Councilman Muegenburg that the said reports be received and filed. Carried.

PAYROLLS:

It was moved by Councilman Wortham and seconded by Councilman Muegenburg that the action of the Finance Committee in auditing and approving payrolls for the period April 1-15, 1947 inclusive; the signing by the Mayor of Warrants, Nos. 10449 to 10458, both inclusive, totaling \$12,011.35, be allowed and warrants drawn on the City Treasurer in payment of same; the Mayor and City Clerk being authorized to sign same.

<u>NO.</u>	<u>NAME</u>	<u>AMOUNT</u>
10449	Lillian R. Fowler, Treasurer	\$ 1,063.50
10450	" "	377.50
10451	" "	393.10
10452	" "	2,272.50
10453	" "	300.05
10454	" "	107.50
10455	" "	1,505.00
10456	" "	4,628.68
10457	" "	163.50
10458	" "	1,120.00

This motion was carried by the following vote:

AYES: Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
 NOES: None;
 ABSENT: None.

DEMANDS:

It was moved by Councilman Wortham and seconded by Councilman Venable that demands, as approved by a majority of the Finance Committee, covering materials, services, and equipment, and numbered from 10459 to 10504, totaling \$4,801.34 be allowed and warrants drawn on the City Treasurer in payment of same; the Mayor and City Clerk being authorized to sign same.

<u>NO.</u>	<u>NAME</u>	<u>AMOUNT</u>
10459	Mrs. Ann Dauwalder	\$ 10.00
10460	Mrs. Claude E. McBride	10.00
10461	George W. Linch	10.00
10462	Carl J. McBride	10.00
10463	Grace Kelly	10.00
10464	Ricks-Nash Company	10.00
10465	Robert Killam	10.00
10466	Nora E. McInerney	10.00
10467	Mrs. A. L. Geery	10.00
10468	Arthur F. Weniger	10.00
10469	Hilda StMartin	10.00
10470	May B. Hopkins	10.00
10471	Ellna K. Meyer	10.00
10472	Gertrude M. Webster	10.00
10473	Emma Wiltse	10.00
10474	Annie E. Graves	10.00
10475	Betty L. Uhls	10.00
10476	Ruby Rivers	10.00
10477	Orpha Wilson	10.00
10478	Jesse Kensley	10.00
10479	Jennie Leversage	10.00
10480	Hermena C. Fett	10.00
10481	Irma C. McCoy	10.00
10482	Minnie Fenwick	10.00
10483	Alice Newbanks	10.00
10484	Minerva E. Keller	10.00
10485	California Water Service Company	45.87
10486	Lena Rex Hughes	5.55
10487	Bancroft-Whitney Company	8.71
10488	Frank Sturtevant	23.10
10489	Golden West Hog Farm	200.00
10490	C. C. Mangold, City Clerk	11.78
10491	Smith Booth Usher Company	91.90
10492	General Petroleum Corp. of California	404.55
10493	Fritz Zapf	235.20
10494	Lillian R. Fowler, Treasurer	25.14
10495	Veterans Service Center	50.00
10496	Title Insurance & Trust Company	24.60
10497	California Water Service Company	58.20
10498	Robert F. Parks	4.13
10499	James O. Gierlich	7.00
10500	Encyclopaedia Britannica, Inc	208.03
10501	William Allen & W. George Lutzi	2,550.50
10502	William R. MacFaden	600.00
10503	Logan R. Cotton	162.50
10504	Ace-Hi Engineering Co.	125.08
10505	Macco Corporation	5,000.00

This motion was carried by the following vote:

AYES: Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
 NOES: None;
 ABSENT: None.

LOOFF BUILDING REPAIRS:

The Deputy City Clerk presented bill from Macco Corporation and letter from Mr. Fritz Zapf approving repairs made to the Looff Building. Following advice from the City Attorney it was moved by Councilman Wortham and seconded by Councilman Muegenburg that 50% of the bill be allowed for payment at this time and that a warrant be drawn on the City Treasurer for the amount of \$5,000. in favor of Macco Corporation in payment of 50% of the bill. This motion was carried by the following vote:

AYES: Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
 NOES: None;
 ABSENT: None.

EL PASEO PURCHASE:

The City Attorney presented policy of title insurance covering the El Paseo purchase. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Venable that the said policy be filed in the City Clerk's office. Carried.

ZONING AMENDMENT- SECTION 9:

The City Attorney presented Ordinance No. 1113 which had been introduced and read in full at the regular meeting of the City Council held on the 7th day of April, 1947. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Axenty that the said ordinance, being Ordinance No. 1113 entitled

"AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING ORDINANCE NO. 780 OF SAID CITY, AS AMENDED TO DATE, BY AMENDING SECTION 9 THEREOF,"

be adopted. This motion was carried and said ordinance was adopted by the following vote:

AYES: Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
 NOES: None;
 ABSENT: None.

UNIFORM BUILDING CODE:

The City Attorney presented Ordinance No. 1114 which had been introduced and read in full at the regular meeting of the Council held on the 7th day of April, 1947. It was thereupon moved by Councilman Dailey and seconded by Councilman Muegenburg that the said ordinance, being Ordinance No. 1114, entitled

"AN ORDINANCE AMENDING PART I, CHAPTER 3, OF THE UNIFORM BUILDING CODE, AS ADOPTED BY ORDINANCE NO. 1100, BY ADDING A NEW SECTION TO BE KNOWN AND DESIGNATED AS SECTION 302-E,"

be adopted. Following a discussion this ordinance was adopted by the following vote:

AYES: Councilman Dailey, Muegenburg, and Venable;
 NOES: Councilmen Axenty and Wortham;
 ABSENT: None.

SALARIES OF ELECTIVE OFFICIALS:

The City Attorney presented a resolution amending previous resolution, which showed the effective date of salaries to be paid elective officials as April 1, 1947, to show April 28, 1947 as the correct date. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Dailey that the said resolution, being Resolution No. 1550, entitled

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING RESOLUTION NO. 1547,"

be adopted. This motion was carried by the following vote:

AYES: Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
 NOES: None;
 ABSENT: None.

LEASE- CARL AND DOROTHEA MULLEN:

The City Attorney presented a lease between the City of Redondo Beach and Carl Mullen and Dorothea

Mullen, his wife, showing a change in the use of building from that originally requested. It was thereupon moved by Councilman Dailey and seconded by Councilman Muegenburg that the said lease be approved and that the Mayor and City Clerk be and they are hereby authorized and directed to execute the same on behalf of the city. This motion was carried by the following vote:

AYES:	Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES:	None;
ABSENT:	None.

PARKING METERS:

The City Attorney stated that pursuant to the instructions of the City Council he had prepared an ordinance providing for a change in the amount of bail on parking meter violations: which ordinance he thereupon presented and read in full. Councilman Muegenburg introduced said ordinance, being Ordinance No. 1115 entitled

"AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING ORDINANCE NO. 1093 BY AMENDING SECTION 8 OF SAID ORDINANCE."

BASEBALL DIAMOND- UNION HIGH SCHOOL:

The City Attorney presented an agreement between the Redondo Union High School District of Los Angeles County and the City of Redondo Beach covering the use of the baseball diamond at the east end of the High School Grounds; said agreement to be for a period of ten years with cancellation clause on part of either party upon one year's written notice. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Dailey that the Mayor and City Clerk be and they are hereby authorized to execute said agreement on behalf of the city. This motion was carried by the following vote:

AYES:	Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES:	None;
ABSENT:	None.

PERMIT:

A gentleman addressed the City Council in reference to motel cabins owned by his company which are located on Lot B, Tract 2341, and requested permission to move these cabins on to the rear of the property and remodel them to conform with city ordinances: further stating that the Edison Company now owns part of the property and it is necessary that these cabins be moved. Following a discussion it was moved by Councilman Dailey and seconded by Councilman Axenty that the said request be referred to the City Planning Commission. Carried.

GENERAL MUNICIPAL ELECTION- APRIL 8, 1947:

It was moved by Councilman Dailey and seconded by Councilman Axenty that the election returns of the General Municipal Election held on April 8, 1947 be canvassed by the City Council. This motion was carried by the following vote:

AYES:	Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES:	None;
ABSENT:	None.

The said Council proceeded to forthwith publicly canvass the returns of said election.

It was moved by Councilman Wortham and seconded by Councilman Muegenburg that the absentee votes (ballots) be now opened and counted in the manner required by law. This motion was carried by the following vote:

AYES:	Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES:	None;
ABSENT:	None.

The said Council proceeded forthwith to publicly examine and canvass the absentee voters ballots.

RECESS:

A recess of thirty minutes was taken by the Council for the purpose of inserting the total votes in the resolution to be presented for adoption.

The Council reconvened after the recess above referred to and the meeting was called to order by Mayor Marsh with the following councilmen present:

Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;

The City Attorney stated if it met with the pleasure of the City Council the following resolution, which he thereupon presented and read could be adopted; to wit,

"WHEREAS, a General Municipal Election was held and conducted in the City of Redondo Beach County of Los Angeles, State of California, on Tuesday, the 8th day of April, 1947, under and pursuant to the requirements of the laws of the State of California relating to cities of the Sixth Class except as is otherwise provided for in the City Charter; and

WHEREAS, it appears that notice of said election was duly and legally given; that there were twenty-eight precincts established in the City of Redondo Beach as is hereinafter set forth; that election officers were appointed and Redondo supplies furnished; and that in all respects said election was held and conducted and the votes cast thereat received and canvassed and the returns thereof made and declared in time, form and manner as required by the General Laws of the State of California and as provided for in the City Charter; and

WHEREAS, the City Council of the said City of Redondo Beach met at the Council Chamber of the said Council, in the City Hall of said city on Monday, the 21st day of April, 1947, as provided by law, beginning at the hour of 8:00 o'clock p.m. of the said day (said meeting also being a regular meeting of said City Council), to canvass the returns of said election and declare the results thereof; whereupon the said Council found that the number of votes cast, the names of the persons voted for, the propositions or questions voted upon, the results of said election, and the other matters required by law, to be as hereinafter stated;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

FIRST: That said General Municipal Election was held and conducted in said City of Redondo Beach, California, on Tuesday, the 8th day of April, 1947, in time, form and manner as required by law;

SECOND: That there were twenty-eight voting precincts established in the said city, designated as hereinafter stated; to wit.

- | | City |
|-----------------------|--|
| Voting Precinct "A" - | Comprising state and county election precinct Redondo Beach/Number 15, and the polling place thereof was in the residence at 402 South Broadway in said city. |
| Voting Precinct "B" - | Comprising state and county election precinct Redondo Beach City Number 17, and the polling place thereof was in the residence at 604 Elvira Avenue in said city. |
| Voting Precinct "C" - | Comprising state and county election precinct Redondo Beach City Number 18, and the polling place thereof was in the residence at 223 Avenue E in said city. |
| Voting Precinct "D" - | Comprising state and county election precinct Redondo Beach City Number 23, and the polling place thereof was in the residence at 719 South Catalina Avenue in said city. |
| Voting Precinct "E" - | Comprising state and county election precinct Redondo Beach City Number 25, and the polling place thereof was in the residence at 225 Avenue C in said city. |
| Voting Precinct "F" - | Comprising state and county election precinct Redondo Beach City Number 12, and the polling place thereof was in the residence at 102 South Francisca Avenue in said city. |
| Voting Precinct "G" - | Comprising state and county election precinct Redondo Beach City Number 13, and the polling place thereof was in the residence at 311 Torrance Boulevard in said city. |
| Voting Precinct "H" - | Comprising state and county election precinct Redondo Beach City Number 14, and the polling place thereof was in the residence at 513 South Elena Avenue in said city. |
| Voting Precinct "I" - | Comprising state and county election precinct Redondo Beach City Number 16, and the polling place thereof was in the residence at 204 South Catalina Avenue in said city. |
| Voting Precinct "J" - | Comprising state and county election precinct Redondo Beach City Number 20, and the polling place thereof was in the residence at 214 South Helberta Avenue in said city. |
| Voting Precinct "K" - | Comprising state and county election precinct Redondo Beach City Number 26, and the polling place thereof was in the residence at 421 South Juanita Avenue in said city. |
| Voting Precinct "L" - | Comprising state and county election precinct Redondo Beach City Number 5, and the polling place thereof was in the residence at 525 North Helberta Avenue in said city. |
| Voting Precinct "M" - | Comprising state and county election precinct Redondo Beach City Number 6, and the polling place thereof was in the salesroom at 500 North Camino Real in said city. |
| Voting Precinct "N" - | Comprising state and county election precinct Redondo Beach City Number 9, and the polling place thereof was in the Fire Station at 115 South Benita Avenue in said city. |
| Voting Precinct "O" - | Comprising state and county election precinct Redondo Beach City Number 10, and the polling place thereof was in the Beauty Shop at 805 El Redondo in said city. |
| Voting Precinct "P" - | Comprising state and county election precinct Redondo Beach City Number 11, and the polling place thereof was in the residence at 119 South Irena Avenue in said city. |
| Voting Precinct "Q" - | Comprising state and county election precinct Redondo Beach City Number 27, and the polling place thereof was in the residence at 704 Vincent Park in said city. |

- Voting Precinct "R" - Comprising state and county election precinct Redondo Beach City Number 3, and the polling place thereof was in the residence at 1100 Goodman Lane in said city.
- Voting Precinct "S" - Comprising state and county election precinct Redondo Beach City Number 4, and the polling place the residence at 724 North Irena Avenue in said city.
- Voting Precinct "T" - Comprising state and county election precinct Redondo Beach City Number 7, and the polling place thereof was in the residence at 227 North Catalina Avenue in said city.
- Voting Precinct "U" - Comprising state and county election precinct Redondo Beach City Number 8, and the polling place thereof was in the residence at 700 $\frac{1}{2}$ Strand in said city.
- Voting Precinct "V" - Comprising state and county election precinct Redondo Beach City Number 22, and the polling place thereof was in the Community Hall at 1620 Pier Avenue in said city.
- Voting Precinct "W" - Comprising state and county election precinct Redondo Beach City Number 1, and the polling place thereof was in the residence at 2805 Pinckard Avenue in said city.
- Voting Precinct "X" - Comprising state and county election precinct Redondo Beach City Number 2, and the polling place thereof was in the residence at 2112 Grant Avenue in said city.
- Voting Precinct "Y" - Comprising state and county election precinct Redondo Beach City Number 19, and the polling place thereof was in the residence at 2418 Redondo Beach Boulevard in said city.
- Voting Precinct "Z" - Comprising state and county election precinct Redondo Beach City Number 21, and the polling place thereof was in the residence at 2511 Graham Avenue in said city.
- Voting Precinct "Z-1"- Comprising state and county election precinct Redondo Beach City Number 24, and the polling place thereof was in the residence at 2005 Ruhland Avenue in said city.
- Voting Precinct "Z-2"- Comprising state and county election precinct Redondo Beach City Number 28, and the polling place thereof was in the residence at 2021 Dufour Avenue in said city.

THIRD: That the whole number of votes (ballots) cast in said City of Redondo Beach at said election was 4245 votes (ballots); and that the number of absentee votes (ballots) cast was 40 votes (ballots), making a total of 4285 votes (ballots) cast in all, at said election.

FOURTH: That the propositions or questions voted upon; the names of the persons voted for; the number of votes given at each precinct to each of such persons, and for and against such propositions or questions; the number of absentee votes given to each of such persons and for and against each such proposition or question (as provided by law); and the total number of votes given both in said city and in said absentee voters ballots to each of such persons and for and against each such proposition or question voted upon was as follows:

(A) That the propositions or questions voted upon were the following propositions or questions; to wit,

Shall Section 1 of Article IV be amended to provide that there shall be a separate office of Street Superintendent and a separate office of License Clerk and Collector:	:	Yes	:
	:	No	:

That the whole number of votes cast in said city at said election on said proposition or question was 3420 votes; and the number of votes given at each of said precincts, for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	35	152
B	28	85
C	56	128
D	41	107
E	29	106
F	29	96
G	23	90
H	40	127
I	42	74
J	22	102
K	38	125
L	45	94
M	33	96
N	28	81
O	30	135
P	23	65
Q	31	78
R	40	100
S	29	77
T	24	60
U	20	56
V	64	76
W	37	50
X	37	65
Y	29	72
Z	41	68
Z-1	21	81
Z-2	22	37
TOTAL	937	2483

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
Q	30	78
R	38	109
S	33	73
T	25	55
U	21	56
V	37	98
W	21	63
X	23	73
Y	20	81
Z	26	69
Z-1	35	68
Z-2	13	44
TOTAL	885	2423

That the number of votes in said entire city at said election for or in favor (yes) of said proposition or question was 885 votes, and the number of votes against (no) or not in favor of said proposition or question was 2423 votes.

That 7 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question, and 16 votes were given in said absentee voters (ballots) (No) or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3331 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 892 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 2439 votes.

(D) That the following proposition or question was voted upon; to wit,

Shall Section 5 of Article IV be amended so that all Councilman will not be elected at one time?	: Yes :
	: No :

That the whole number of votes cast in said city at said election on said proposition or question was 3362 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	100	87
B	42	75
C	91	88
D	65	70
E	59	77
F	54	71
G	41	73
H	74	93
I	58	57
J	39	78
K	77	79
L	53	79
M	45	84
N	35	66
O	57	106
P	23	62
Q	53	55
R	44	102
S	48	58
T	32	45
U	30	47
V	59	61
W	23	59
X	43	55
Y	30	65
Z	37	79
Z-1	35	67
Z-2	16	41
TOTAL	1363	1999

That the number of votes in said entire city at said election for or in favor (Yes) of said proposition or question was 1363 votes, and the number of votes against (No) the same was 1999 votes.

That 10 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question, and 14 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3386 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 1373 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 2013 votes.

(E) That the following proposition or question was voted upon; to wit

Shall Section 6 of Article IV be amended to provide for the appointment of the City Attorney by the Council rather than by an election?	: Yes :
	: No :

That the whole number of votes cast in said city at said election on said proposition or question was 3336 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	32	139
B	23	96
C	29	145
D	30	124
E	19	106
F	19	102
G	11	103
H	33	113
I	21	94
J	18	100
K	33	126
L	26	109
M	17	106
N	14	89
O	14	151
P	9	76
Q	18	90
R	17	126
S	23	85
T	8	75
U	15	63
V	20	118
W	14	70
X	16	82
Y	14	84
Z	8	101
Z-1	8	98
Z-2	3	53
TOTAL	<u>512</u>	<u>2824</u>

That the number of votes in said entire city at said election for or in favor (Yes) of said proposition or question was 512 votes, and the number of votes against (No) the same was 2824 votes.

That 6 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question, and 17 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3359 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 518 votes; and that the total number of votes against ("No") or not in favor of said proposition or question was 2841 votes.

(F) That the following proposition or question was voted upon; to wit,

Shall Section 9 of Article IV be amended to provide for	:	YES	:
the appointment of the Police Judge by the Council rather	:		:
than by an election?	:	NO	:

That the whole number of votes cast in said city at said election on said proposition or question was 3318 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	42	129
B	23	94
C	34	141
D	36	104
E	26	109
F	21	101
G	16	96
H	35	114
I	26	85
J	21	99
K	37	123
L	25	115
M	22	102
N	19	89
O	20	145
P	12	73
Q	19	88
R	14	128
S	16	90
T	6	70
U	18	57
V	30	109
W	15	68
X	16	78
Y	10	86
Z	10	101
Z-1	9	89
Z-2	6	51
TOTAL	<u>584</u>	<u>2734</u>

That the number of votes in said entire city at said election for or in favor (Yes) of said proposition or question was 584 votes, and the number of votes against (No) the same was 2734 votes.

That 6 votes were given in absentee voters (Ballots) ("Yes") or in favor of said proposition or question, and 18 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3342 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 590 votes, and that the

total number of votes against ("No") or not in favor of said proposition or question was 2752 votes.

(G) That the following proposition or question was voted upon; to wit,

Shall Section 3 of Article V be amended to increase the compensation of the Mayor to One Hundred Dollars per month and the compensation of each councilman to Fifty Dollars per month?	: Yes :	:
	: No :	:

That the whole number of votes cast in said city at said election on said proposition or question was 3367 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	46	114
B	43	77
C	48	130
D	44	102
E	45	91
F	34	91
G	35	83
H	44	105
I	36	77
J	25	96
K	51	108
L	50	87
M	38	85
N	42	62
O	46	124
P	10	76
Q	38	74
R	43	95
S	39	70
T	19	66
U	26	54
V	62	84
W	29	56
X	36	62
Y	32	64
Z	39	72
Z-1	49	54
Z-2	25	34
TOTAL	<u>1075</u>	<u>2293</u>

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 1074 votes, and the number of votes against ("No") the same was 2293.

That 9 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question, and 15 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question including all votes cast in said city and in said absentee voters (ballots) was 3391 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 1083 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 2308 votes.

(H) That the following proposition or question was voted upon; to wit

Shall Section 2 of Article VI be amended to permit the Mayor to vote in case of a tie?	: Yes :	:
	: No :	:

That the whole number of votes cast in said city at said election on said proposition or question was 3364 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	113	61
B	71	47
C	110	68
D	97	62
E	89	44
F	71	50
G	57	61
H	89	60
I	80	31
J	68	55
K	95	60
L	80	60
M	70	56
N	54	47
O	91	75
P	36	48
Q	69	38
R	66	75
S	79	28
T	42	38
U	42	38
V	88	57
W	39	47
X	45	49
Y	47	54
Z	45	61
Z-1	62	45
Z-2	31	28
TOTAL	<u>1926</u>	<u>1438</u>

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 1926 votes, and the number of votes against ("No") or not in favor of said proposition or question was 1438 votes;

That 13 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition of question and 13 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3390 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 1939 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 1451 votes.

(I) That the following proposition or question was voted upon; to wit,

Shall Section 5 of Article VI be amended to provide that any	:	:
member of the Council refusing to vote on any issue except on	:	Yes :
one in which he has a personal interest shall have his vote re-	:	:
corded as a "No" vote?	:	No :

That the whole number of votes cast in said city at said election on said proposition or question was 3245 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	97	68
B	59	51
C	90	78
D	72	69
E	73	64
F	44	76
G	43	63
H	71	71
I	62	47
J	52	68
K	89	66
L	57	73
M	52	67
N	47	52
O	55	105
P	31	51
Q	60	44
R	47	82
S	51	50
T	28	51
U	33	39
V	68	72
W	37	47
X	42	53
Y	54	64
Z	47	61
Z-1	44	52
Z-2	23	33
TOTAL	1528	1717

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 1528 votes, and the number of votes against ("No") the same was 1717 votes.

That 10 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question, and 13 votes were given in said absentee voters (ballots) ("No") in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3268 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 1538 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 1730 votes.

(J) That the following proposition or question was voted upon; to wit,

Shall Section 6 of Article VI be amended to provide for	:	Yes :
weekly meetings of the City Council?	:	No :

That the whole number of votes cast in said city at said election on said proposition or question was 3226 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	78	86
B	54	57
C	55	118
D	62	83
E	60	80
F	39	77
G	43	64
H	52	94
I	46	64
J	35	80
K	72	78
L	54	80
M	52	72
N	39	55
O	58	96
P	23	60
Q	52	56
R	48	88
S	48	54
T	27	48
U	26	48

V	71	68
W	42	41
X	40	55
Y	41	49
Z	53	51
Z-1	55	42
Z-2	33	24
TOTAL	<u>1358</u>	<u>1868</u>

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 1358 votes, and the number of votes against ("No") the same was 1868 votes.

That 11 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question, and 13 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3250 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 1369 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 1881 votes.

(K) That the following proposition or question was voted upon; to wit,

Shall Section 2 of Article XIII be amended to provide that	:	Yes	:
the Police Court shall be presided over by a Judge who shall	:	Yes	:
be appointed by the City Council rather than by an election?	:	No	:
	:		:

That the whole number of votes cast in said city at said election on said proposition or question was 3266 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	45	119
B	25	88
C	37	132
D	39	102
E	28	105
F	19	97
G	17	94
H	35	108
I	29	85
J	21	95
K	35	118
L	22	113
M	22	101
N	25	75
O	18	143
P	13	73
Q	27	79
R	17	122
S	24	78
T	9	68
U	18	57
V	30	112
W	21	63
X	29	73
Y	12	85
Z	15	94
Z-1	14	87
Z-2	9	45
TOTAL	<u>655</u>	<u>2611</u>

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 655 votes, and the number of votes against ("No") the same was 2611 votes.

That 6 votes were given in absentee voters (Ballots) ("Yes") or in favor of said proposition or question, and 17 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3289 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 661 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 2628 votes.

(L) That the following proposition or question was voted upon; to wit,

Shall Section 3 of Article XIII be amended eliminating the	:	Yes	:
provision that the Judge of the Police Court must be a resi-	:	Yes	:
dent of the city and qualified elector?	:	No	:
	:		:

That the whole number of votes cast in said city at said election on said proposition or question was 3252 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	71	95
B	48	64
C	70	103
D	63	80
E	47	89
F	37	83
G	28	80
H	51	92
I	44	67
J	32	80

K	53	101
L	48	79
M	43	81
N	37	64
O	49	110
P	25	62
Q	50	56
R	30	108
S	31	67
T	22	54
U	27	50
V	54	87
W	24	59
X	33	63
Y	27	70
Z	39	69
Z-1	28	71
Z-2	23	34
TOTAL	1134	2118

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 1134 votes, and the number of votes against ("No") the same was 2118 votes.

That 8 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question, and 14 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3274 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 1142 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 2132 votes.

(M) That the following proposition or question was voted upon; to wit,

<hr/>	
Shall Section 2 of Article XV be amended to provide that the	: Yes :
office of Street Superintendent be eliminated from the duties	: No :
of City Engineer?	: :
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That the whole number of votes cast in said city at said election on said proposition or question was 3242 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	31	123
B	26	84
C	50	123
D	34	113
E	35	99
F	28	90
G	29	80
H	41	105
I	33	75
J	21	93
K	45	108
L	40	100
M	30	93
N	27	70
O	39	116
P	21	61
Q	31	76
R	43	91
S	34	68
T	27	48
U	19	57
V	70	71
W	41	43
X	29	67
Y	32	69
Z	39	70
Z-1	32	62
Z-2	28	32
TOTAL	955	2287

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 955 votes, and the number of votes against ("No") the same was 2287 votes.

That 6 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question, and 17 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3265 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 961 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 2304 votes.

(N) That the following proposition or question was voted upon; to wit,

<hr/>	
Shall Section 1 of Article XV be amended to eliminate the office:	: Yes :
of Street Superintendent as a function of the City Engineer?	: No :
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That the whole number of votes cast in said city at said election on said proposition or question was 3197 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	28	133
B	29	83
C	47	124
D	28	105
E	32	101
F	26	92
G	20	82
H	34	108
I	28	81
J	22	94
K	47	105
L	41	86
M	29	95
N	20	79
O	30	127
P	19	64
Q	27	82
R	45	88
S	26	75
T	21	52
U	16	62
V	65	74
W	37	46
X	30	60
Y	32	63
Z	35	73
Z-1	30	61
Z-2	24	34
TOTAL	868	2329

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 868 votes, and the number of votes against ("No") the same was 2329 votes.

That 9 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question, and 12 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3218 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 877 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 2341 votes.

(0) That the following proposition or question was voted upon; to wit

Shall Section 3 of Article XV, relating to the duties of the	:	:
Street Superintendent, be repealed as part of the duties of	: Yes	:
the City Engineer and transferred to a separate office of	:	:
Street Superintendent?	: No	:

That the whole number of votes cast in said city at said election on said proposition or question was 3123 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	26	130
B	27	84
C	45	107
D	28	107
E	36	94
F	28	86
G	21	78
H	36	103
I	25	82
J	22	91
K	42	108
L	41	73
M	30	92
N	23	74
O	34	123
P	18	62
Q	31	78
R	40	91
S	33	72
T	19	50
U	19	57
V	58	80
W	34	48
X	26	62
Y	33	65
Z	39	69
Z-1	27	59
Z-2	27	30
TOTAL	868	2255

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 868 votes, and the number of votes against ("No") the same was 2255 votes.

That 6 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question, and 17 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said absentee voters (ballots) was 3146 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 874 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 2272 votes.

(P) That the following proposition or question was voted upon; to wit,

Shall a new Article be added to the City Charter creating the office of Street Superintendent as a separate department of the City of Redondo Beach?	:	:
	: Yes	:
	:	:
	: No	:

That the whole number of votes cast in said city at said election on said proposition or question was 3126 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	32	130
B	26	85
C	39	114
D	32	103
E	25	114
F	29	86
G	21	77
H	36	104
I	31	76
J	20	93
K	39	108
L	40	79
M	30	91
N	22	75
O	34	121
P	18	62
Q	30	79
R	42	94
S	30	74
T	21	50
U	16	56
V	61	73
W	41	41
X	25	63
Y	28	58
Z	36	71
Z-1	30	58
Z-2	25	32
	<u>859</u>	<u>2267</u>

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 859 votes, and the number of votes against ("No") the same was 2267 votes.

That 5 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question, and 15 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3146 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 864 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 2282 votes.

(Q) That the following proposition or question was voted upon; to wit,

Shall Article XXIX be amended by adding a new section to be known as "Section 4" waiving the requirement of calling for bids in cases of emergency repairs:	:	:
	: Yes	:
	:	:
	: No	:

That the whole number of votes cast in said city at said election on said proposition or question was 3146 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	39	109
B	27	80
C	49	107
D	40	97
E	35	98
F	22	98
G	24	84
H	43	99
I	31	73
J	25	87
K	43	109
L	36	85
M	24	97
N	26	68
O	38	117
P	15	68
Q	36	69
R	33	103
S	26	75
T	16	54
U	28	48
V	50	86
W	37	46
X	28	75
Y	25	71
Z	25	82
Z-1	20	69
Z-2	17	34
TOTAL	<u>858</u>	<u>2288</u>

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 858 votes, and the number of votes against ("No") the same was 2288 votes.

That 7 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question and 14 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3167 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 865 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 2302 votes.

(R) That the following proposition or question was voted upon; to wit,

Shall Section 2 of Article XXXII, providing that the Mayor,	:	:
City Clerk and City Treasurer shall together count the money	:	Yes :
in the city treasury at least once each three months, he	:	:
repealed?	:	No :

That the whole number of votes cast in said city at said election on said proposition or question was 3195 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	47	105
B	39	66
C	47	117
D	42	100
E	37	103
F	28	95
G	17	91
H	41	103
I	35	75
J	23	93
K	46	106
L	29	89
M	29	90
N	32	71
O	38	123
P	22	63
Q	39	68
R	22	114
S	35	67
T	21	52
U	24	50
V	45	91
W	23	59
X	31	59
Y	20	77
Z	22	87
Z-1	24	67
Z-2	11	45
TOTAL	<u>869</u>	<u>2326</u>

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 869 votes, and the number of votes against ("No") the same was 2326 votes.

That 6 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question and 17 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3218 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 875 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 2343 votes.

(S) That the following proposition or question was voted upon; to wit,

Shall Section 5 of Article XXXII be amended to permit	:	:
increases to elective officials when authorized by the	:	Yes :
General Laws of the State of California?	:	:
	:	No :

That the whole number of votes cast in said city at said election on said proposition or question was 3044 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	42	99
B	36	71
C	43	119
D	44	94
E	36	94
F	27	92
G	22	85
H	42	99
I	33	68
J	24	84
K	43	100
L	32	85
M	22	91
N	31	61
O	34	111
P	13	68
Q	40	66
R	33	97
S	27	70
T	18	52
U	21	51

V	49	84
W	23	55
X	17	69
Y	21	68
Z	31	75
Z-1	29	50
Z-2	17	36
	<u>850</u>	<u>2194</u>

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 850 votes, and the number of votes against ("No") the same was 2194 votes.

That 7 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question and 14 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 857 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 2208 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 3065 votes.

(T) That the following proposition or question was voted upon; to wit,

<u>Shall Section 11 of Article XXXII, relating to the residence re-</u>		:	:
<u>quirements, be amended so that the provisions of said section</u>		:	Yes :
<u>shall not apply to the offices of City Attorney, Police Judge,</u>		:	:
<u>Police Chief, Fire Chief, Street Superintendent, License Clerk</u>		:	:
<u>and Collector, or City Engineer, or any person employed for pro-</u>		:	No :
<u>fessional or specialized services?</u>		:	:

That the whole number of votes cast in said city at said election on said proposition or question was 3083 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	56	88
B	43	63
C	56	102
D	52	69
E	42	88
F	21	93
G	20	78
H	40	98
I	32	72
J	33	82
K	51	98
L	37	87
M	28	91
N	25	68
O	36	116
P	19	64
Q	39	64
R	24	110
S	38	61
T	21	57
U	27	48
V	39	95
W	14	66
X	20	70
Y	15	79
Z	14	91
Z-1	15	73
Z-2	15	40
TOTAL	<u>872</u>	<u>2211</u>

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 872 votes, and the number of votes against ("No") the same was 2211 votes.

That 7 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question, and 14 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question including all votes cast in said city and in said absentee voters (ballots) was 3104 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 879 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 2225 votes.

(U) That the following proposition or question was voted upon; to wit,

<u>Shall that certain initiative ordinance submitted by the City</u>		:	:
<u>Council at this election amending Section 10 of Ordinance No.</u>		:	Yes :
<u>911, being the civil service ordinance of the City of Redondo</u>		:	:
<u>Beach, to prevent an employee from losing his civil service</u>		:	:
<u>status upon the abolishment of a position, be adopted?</u>		:	No :

That the whole number of votes cast in said city at said election on said proposition or question was 3055 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	71	73
B	66	40
C	74	84
D	71	57
E	64	68
F	53	63
G	32	68

H	79	65
I	54	51
J	47	65
K	85	58
L	63	56
M	49	65
N	44	47
O	66	85
P	35	43
Q	65	32
R	49	78
S	51	51
T	28	47
U	41	36
V	72	63
W	37	41
X	34	49
Y	40	51
Z	38	65
Z-1	46	47
Z-2	24	29
TOTAL	1478	1577

That the number of votes in said entire city at said election for or in favor ("Yes") on said proposition or question was 1478 votes, and the number of votes against ("No") the same was 1577. votes.

That 7 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition of question, and 13 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3075 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 1485 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 1590 votes.

(V) That the following question was submitted for an expression by the voters; to wit,

		:	:
Are you in favor of a city manager form of government		: Yes	:
for the City of Redondo Beach?		:	:
		:	:
		: No	:
		:	:

That the whole number of votes cast in said city at said election on said proposition or question was 3236 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	80	83
B	61	48
C	95	75
D	72	71
E	67	70
F	48	66
G	50	68
H	74	73
I	49	63
J	47	66
K	77	75
L	58	67
M	43	74
N	43	58
O	72	95
P	36	49
Q	61	37
R	47	86
S	55	48
T	31	43
U	42	35
V	67	72
W	42	39
X	43	53
Y	48	58
Z	34	72
Z-1	47	46
Z-2	26	33
TOTAL	1515	1721

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 1515 votes, and the number of votes against ("No") the same was 1721 votes.

That 14 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question, and 10 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question or question, including all votes cast in said city and in said absentee voters (ballots) was 3260 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 1529 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 1731 votes.

(W) That the following question was submitted for an expression by the voters; to wit,

Should the City of Redondo Beach charge for services now		:	:
rendered free; to wit, garbage, rubbish, and tree trimming		: Yes	:
pickups, provided such service charge be definitely allocated		:	:
to street improvements and be used for nothing else;		: No	:
thereby giving the city better streets?		:	:

That the whole number of votes cast in said city at said election on said proposition or question was 3518 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	20	156
B	22	96
C	30	153
D	19	134
E	25	105
F	18	111
G	12	109
H	19	139
I	20	104
J	16	106
K	22	140
L	24	120
M	17	112
N	27	80
O	9	160
P	6	88
Q	10	106
R	24	126
S	16	103
T	12	68
U	8	73
V	41	106
W	29	64
X	22	85
Y	8	101
Z	16	98
Z-1	17	98
Z-2	15	53
TOTAL	524	2994

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 524 votes, and the number of votes against ("No") the same was 2994 votes.

That 7 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question, and 20 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3545 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 531 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 3014 votes.

(X) That the following proposition or question was submitted for an expression by the voters; to wit,

Shall the city incur the expense of having a survey made to	:	:
determine the city's and employees' cost, and the feasibility	:	Yes :
of installing a pension system for all city employees?	:	:
	:	No :

That the whole number of votes cast in said city at said election on said proposition or question was 3532 votes; and the number of votes given at each of said precincts for and against such proposition or question was as follows:

<u>Voting Precinct</u>	<u>Yes</u>	<u>No</u>
A	79	97
B	81	42
C	88	92
D	90	63
E	77	62
F	71	61
G	65	58
H	100	59
I	80	42
J	57	63
K	85	75
L	79	57
M	75	52
N	80	38
O	99	77
P	46	46
Q	79	34
R	69	77
S	69	43
T	43	39
U	55	27
V	110	43
W	60	32
X	62	51
Y	65	47
Z	71	44
Z-1	83	26
Z-2	45	22
TOTAL	2063	1469

That the number of votes in said entire city at said election for or in favor ("Yes") of said proposition or question was 2063 votes, and the number of votes against ("No") the same was 1469 votes.

That 7 votes were given in absentee voters (ballots) ("Yes") or in favor of said proposition or question, and 14 votes were given in said absentee voters (ballots) ("No") or not in favor of said proposition or question.

That the total number of votes on said proposition or question, including all votes cast in said city and in said absentee voters (ballots) was 3553 votes; that the total number of such votes for ("Yes") or in favor of said proposition or question was 2070 votes, and that the total number of votes against ("No") or not in favor of said proposition or question was 1483 votes.

FIFTH: That the names of the persons voted for; the office to fill which each person was voted for; the number of votes given at each precinct to each of such persons; the number of absentee votes given to each of such persons, and the total number of votes given both in said city and in said absentee voters (ballots) to each of such persons were as follows:

(A) That the names of the candidates or persons voted upon; the whole number of votes cast in said city at said election for each of such candidates, and the number of votes at each of said precincts for each of such candidates were as follows:

For Mayor for Full Term of Two Years

	<u>Clyde Marsh</u>	<u>Al Snyder</u>	<u>Charles H. Wortham</u>	<u>Mathew Bross</u>	<u>Harold C. Keyes</u>	<u>Evelyn Smith</u>
A	142	6	74	1		
B	82	1	63	5		
C	136	4	66			
D	180	4	50		4	
E	129	2	42	7	1	
F	62		88	2	3	
G	53	4	82	2	3	1
H	95	5	70	2	5	
I	85	2	57			
J	70		65	2	3	
K	110	2	67	3	3	
L	96	1	72		1	
M	64	8	83	6	1	
N	45	2	92	1		
O	50	8	136	3	3	
P	25	1	77			
Q	54	3	83		3	
R	46	5	117	1	1	
S	71	4	50	3	2	
T	44	2	58	3		
U	41	2	57	1		
V	76	7	92	6		
W	38	10	51			
X	50	4	72	7		
Y	41	5	93	1		
Z	44	6	72	2		
Z-1	42	3	95			
Z-2	17	5	53			
TOTAL	1928	106	2077	58	33	1

For City Attorney for Full Term of Two Years

	<u>William E. MacFaden</u>	<u>Maynard B. Henry</u>	<u>Rex Heath</u>	<u>Harold Keyes</u>
A	132	86		
B	37	62		
C	123	85		1
D	113	63	1	
E	122	59		
F	69	85		
G	65	80		
H	88	87		
I	87	57		
J	72	61		
K	107	78		
L	91	67		
M	72	87		
N	47	89		
O	68	128		
P	43	60		
Q	75	67		
R	52	115		
S	76	54		
T	43	62		
U	36	64		
V	98	85		
W	32	67		
X	61	62		
Y	49	81		
Z	43	81		
Z-1	53	80		
Z-2	19	53		
TOTAL	2023	2112	1	1

<u>WARD NO. 4</u>	<u>3 (R)</u>	<u>4 (S)</u>	<u>7 (T)</u>	<u>8 (U)</u>	<u>22 (V)</u>	<u>TOTAL</u>
George C. Green	60	109	69	67	84	389
Charles E. Stewart	14	16	18	10	5	63
Leo A. Wells	95	6	14	20	95	230

<u>WARD NO. 5</u>	<u>1 (W)</u>	<u>2 (X)</u>	<u>19(Y)</u>	<u>21(Z)</u>	<u>24 (Z-1)</u>	<u>28(Z-2)</u>	<u>TOTAL</u>
Simon Axenty	26	61	34	44	59	41	265
Jack H. Bierer	68	17	31	12	20	15	163
Wesley M. Golemon	7	51	71	70	54	19	272

ABSENTEE VOTES:

That in the ballots furnished to absentee voters, hereinabove referred to, the following persons were given respectively the votes set opposite their respective names hereinafter listed:

	<u>Votes</u>
Clyde Marsh	15
Al Snyder	--
Charles H. Wortham	22
William E. MacFaden	18
Maynard B. Henry	22
Lillian R. Fowler	32
Charles C. Mangold	29
Leslie W. Lang	11
Sam G. Austin	32
Bernice S. Venable	9
F. Mason Adams	3
William F. Czuleger	4
Frederic T. Muegenburg	2
Cecil A. Britt	3
A. E. Chapman	-
Charles Raymond Stinson	-
Roger M. Guelff	4
William B. Hester	-
Roy E. Norelius	4
Edwin Shortridge	-
George C. Green	1
Charles E. Stewart	5
Leo A. Wells	1
Simon Axenty	2
Jack H. Bierer	1
Wesley M. Golemon	-
Keyes for Mayor	3

That said Clyde Marsh, above named, received for Mayor of said city, a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 1943 votes;

That said Charles H. Wortham, above named, received for Mayor of said city, a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 2099 votes;

That said Al Snyder, above named, received for Mayor of said city, a total (including all votes cast in said city and the vote cast in said city and the vote cast in said absentee voters ballots) of 106 votes;

That said Mathew Bross, above named, received for Mayor of said city, a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 58 votes;

That said Harold G. Keyes, above named, received for Mayor of said city, a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 36 votes;

That said Evelyn Smith, above named, received for Mayor of said city, a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 1 votes;

That said William E. MacFaden, above named, received for City Attorney, a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 2041 votes;

That said Maynard B. Henry, above named, received for City Attorney, a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 2134 votes;

That said Rex Heath, above named, received for City Attorney, a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 1 votes;

That said Harold Keyes, above named, received for City Attorney, a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 1 votes;

That said Charles C. Mangold, above named, received for City Clerk a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 2818 votes;

That said Leslie W. Lang, above named, received for City Clerk a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 1227 votes;

That said Lillian R. Fowler, above named, received for City Treasurer a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 3581 votes;

That said Lang, above named, received for City Treasurer, a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 1 votes;

That said Eleven Smith, above named, received for City Treasurer a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 1 votes;

That said Edw Barth, above named, received for City Treasurer a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 1 votes;

That said Sam G. Austin, above named, received for Police Judge a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 3446 votes;

That said Maynard Henry, above named, received for Police Judge a total (including all votes cast in said city and the vote cast in said absentee voters)ballots of 1 votes;

That said Rex Heath, above named, received for Police Judge a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 1 votes;

That said Roy Heath, above named, received for Police Judge a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 1 votes;

That said Judge Moodie, above named, received for Police Judge a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 1 votes;
That said Eleven Smith, above named, received for Police Judge a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 1 votes;
That said Herbert Mott, above named, received for Police Judge a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 2 votes;

That said Frank Perry, above named, received for Police Judge a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 1 votes;

That said Jewel Inscore, above named, received for Police Judge a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 1 votes;

That said Bernice S. Venable, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 399 votes;

That said F. Mason Adams, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 216 votes;

That said William F. Czuleger, above named, received for Member of City Council of said city a total (including all votes cast in said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 345 votes;

That said Frederic T. Muegenburg, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 389 votes;

That said Cecil A. Britt, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 350 votes;

That said A. E. Chapman, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 158 votes;

That Charles Raymond Stinson, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 29 votes;

That said Roger M. Guelff, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 432 votes;

That said William B. Hester, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 101 votes;

That said Roy E. Norelius, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 235 votes;

That said Edwin Shortridge, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 104 votes;

That said Mathew A. Bross, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 1 votes;

That said A. E. Chapman, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 158 votes;

That said George C. Green, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 390 votes;

That said Charles E. Stewart, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 68 votes;

That said Leo A. Wells, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 231 votes;

That said Simon Axenty, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 267 votes;

That said Jack H. Bierer, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 163 votes;

That said Wesley M. Golemon, above named, received for Member of City Council of said city a total (including all votes cast in said city and the vote cast in said absentee voters ballots) of 272 votes;

SIXTH: That as a result of the said election the City Council finds, orders and determines as follows:

(A) That a majority of the qualified voters voting at said election on said proposed amendment to the City Charter voted in favor of the proposition or question - "SHALL SECTION 2 OF ARTICLE VI BE AMENDED TO PERMIT THE MAYOR TO VOTE IN CASE OF A TIE?" and that therefore said proposition or question is deemed ratified and same shall therefore be submitted to the Legislature of the State of California in the manner and form required by law.

(B) That all of the other proposed charter amendments failed to receive approval by a majority of those voting on said proposed amendments.

(C) That that certain initiative ordinance submitted by the City Council amending Section 10 of Ordinance No. 911, being the civil service ordinance of the City of Redondo Beach, to prevent an employee from losing his civil service status upon the abolishment of a position, be adopted, was not adopted by the people at said election held on April 8, 1947.

(D) That the questions submitted for an expression by the voters; to wit, "ARE YOU IN FAVOR OF A CITY MANAGER FORM OF GOVERNMENT FOR THE CITY OF REDONDO BEACH?" and "SHOULD THE CITY OF REDONDO BEACH CHARGE FOR SERVICES NOW RENDERED FREE: TO WIT, GARBAGE, RUBBISH, AND TREE TRIMMING PICK-UPS, PROVIDED SUCH SERVICE CHARGE BE DEFINITELY ALLOCATED TO STREET IMPROVEMENTS AND BE USED FOR NOTHING ELSE: THEREBY GIVING THE CITY BETTER STREETS?" failed to receive the approval of the majority of those voting on said questions at said election.

(E) That the question submitted for an expression by the voters; to wit, "SHALL THE CITY INCUR THE EXPENSE OF HAVING A SURVEY MADE TO DETERMINE THE CITY'S AND EMPLOYEES' COST, AND THE FEASIBILITY OF INSTALLING A PENSION SYSTEM FOR ALL CITY EMPLOYEES?" received the approval of the majority of those voting on said question at said election.

(F) That Charles H. Wortham was elected as Mayor of the City of Redondo Beach, California for the full term of two years.

(G) That Maynard B. Henry was elected as City Attorney of the City of Redondo Beach, California, for the full term of two years.

(H) That Charles C. Mangold was elected as City Clerk of the City of Redondo Beach, California, for the full term of four years.

(I) That Lillian R. Fowler was elected as City Treasurer of the City of Redondo Beach, California, for the full term of four years.

(J) That Sam G. Austin was elected as Police Judge of the City of Redondo Beach, California, for the full term of two years.

(K) That Bernice S. Venable was elected from Ward No. 1 as a Member of the City Council of the City of Redondo Beach, California, for the full term of two years.

(L) That Frederic T. Muegenburg was elected from Ward No. 2 as a Member of the City Council of the City of Redondo Beach, California, for the full term of two years.

(M) That Roger M. Guelff was elected from Ward No. 3 as a Member of the City Council of the City of Redondo Beach, California, for the full term of two years.

(N) That George C. Green was elected from Ward No. 4 as a Member of the City Council of the City of Redondo Beach, California, for the full term of two years.

(O) That Wesley M. Golemon was elected from Ward No. 5 as a Member of the City Council of the City of Redondo Beach, California, for the full term of two years.

AND SAID COUNCIL DOES THEREFORE HEREBY FURTHER RESOLVE, DECLARE AND DETERMINE THAT THE CITY CLERK OF SAID CITY SHALL ENTER ON THE RECORDS OF SAID CITY COUNCIL A STATEMENT OF THE RESULT OF SAID ELECTION:

- (a) The whole number of votes cast in the city.
- (b) The names of the persons voted for.
- (c) The measures voted upon.
- (d) For what office each person was voted for.
- (e) The number of votes given at each precinct to each person, and for and against each measure.
- (f) The number of votes given in the city to each person, and for and against each measure.

AND SAID COUNCIL DOES HEREBY FURTHER RESOLVE, DECLARE AND DETERMINE that the City Clerk shall immediately under his hand and the official seal of said city issue a certificate of election for each and every person elected thereat and serve the same personally or by mail upon each such person."

It was thereupon moved by Councilman Muegenburg and seconded by Councilman Dailey that the above resolution be adopted. This motion was carried by the following vote:

AYES:	Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES:	None;
ABSENT:	None,

and as shown also in the following certificate of the City Clerk; to wit

STATE OF CALIFORNIA)
 COUNTY OF LOS ANGELES) ss
 CITY OF REDONDO BEACH)

I, the undersigned, C. C. Mangold, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing resolution was duly and legally introduced and adopted by the City Council of said city of Redondo Beach, California, at a regular meeting

of the said Council held on Monday, the 21st day of April, 1947, and that the same was adopted by the following vote; to wit,

AYES:	Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES:	None;
ABSENT:	None.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City of Redondo Beach, California, this 21st day of April, 1947.

(Signed) C. C. Mangold
 City Clerk of the City of
 Redondo Beach, California

(SEAL)

STATE OF CALIFORNIA)
 COUNTY OF LOS ANGELES) ss
 CITY OF REDONDO BEACH

I, C. C. Mangold, do hereby certify that I have entered upon the records of the City of Redondo Beach, California, and of the City Council thereof, the statement of the results of the General Municipal Election held in said city on Tuesday, the 8th day of April, 1947, as required by the laws of the State of California, and by the order of the City Council contained in the resolution immediately hereinabove set forth canvassing the returns of said election and declaring the results thereof; and that I have done so by copying the said resolution last hereinabove set forth in full into the minutes of this meeting of April 21, 1947 in the official records of the proceedings of the City Council of said city and I hereby expressly refer to the said resolution as of record hereinabove and by this reference do hereby expressly incorporate the same herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said city.

(Signed) C. C. Mangold
 City Clerk of the City of
 Redondo Beach, California

(SEAL)

After the adoption of the formal resolution canvassing the returns of the election the Deputy City Clerk presented and read a contest petition of the election of Mr. Wesley M. Golemon as a Member of the City Council from Ward No. 5. The contest petition was signed by Mr. Simon Axenty and set forth in detail the grounds of said contest and demand for a recount. Following remarks from many members of the election boards of Ward 5 that the votes had been accurately counted, and advice from the City Attorney it was moved by Councilman Wortham and seconded by Councilman Muegenburg that Friday evening, April 25, 1947, at 8:00 o'clock be set as the time for conducting a recount of the ballots cast for the office of City Councilman in Ward No. 5 at the General Municipal Election held on April 8, 1947. This motion was carried by the following vote:

AYES:	Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
NOES:	None;
ABSENT:	None.

PERMIT:

It was moved by Councilman Dailey and seconded by Councilman Muegenburg that motion previously made earlier in the evening referring the matter of the request of owners of motel cabins in Tract 2341 to the City Planning Commission be rescinded, and that the said request be referred to the Building Department instead. Carried.

MISCELLANEOUS CORRESPONDENCE:

Councilman Wortham stated that it was the recommendation of the City Council acting as a Committee of the Whole that the following communications be filed; said communications being as follows; to wit,

- Letter from Los Angeles Society for Prevention of Cruelty to Animals;
- Letter from South Bay Engineering Company, dated March 3, 1947;
- Letter from A. Powell-N. Prodan, dated February 18, 1947;
- Letter from Frank Bruno requesting dance permit- 117 North El Paseo;
- Letter from George Sease, dated March 1, 1947;
- Letter from County of Los Angeles in reference to furnishing of medical and surgical treatment for prisoners;
- Letter from Duff's, dated March 17, 1947;
- Letter from California State Disaster Council.

It was thereupon moved by Councilman Wortham and seconded by Councilman Muegenburg that the said letters be received and filed. Carried.

ROBINSON STREET:

Councilman Wortham stated that the Council as a Committee of the Whole had decided to

re-advertise for bids for the improvement of Robinson Street and to file letter from Vido Kovacevich Co. and he thereupon moved that the said letter be filed and that the City Clerk be and he is hereby authorized and directed to advertise for bids for the paving of Robinson Street in accordance with the plans and specifications previously prepared. This motion was carried by the following vote:

AYES: Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
 NOES: None;
 ABSENT: None.

LEASES- MYER SIMON:

It was moved by Councilman Wortham and seconded by Councilman Muegenburg that the City Attorney be and he is hereby authorized and directed to contact Mr. Myer Simon and ascertain why the various leases which have been sent to him by the city have never been signed and returned. Carried.

CITY PLANNING COMMISSION:

Mayor Clyde Marsh presented and read letters of resignations as members of the City Planning Commission from Mr. Clarence Braly; Mr. Roger M. Guelff, and from Mr. Roy E. Denman. The Mayor requested the approval of his appointment of Mr. David Blausey as a member of the said Commission for the unexpired term of Mr. Clarence Braly; said term expiring on July 16, 1949. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Venable that the said resignations be accepted. This motion was carried by the following vote:

AYES: Councilmen Axenty, Dailey, Muegenburg, Venable, and Wortham;
 NOES: None;
 ABSENT: None.

It was thereupon moved by Councilman Dailey and seconded by Councilman Muegenburg that the appointment by the Mayor of Mr. David Blausey as a member of the City Planning Commission for the unexpired term of Mr. Clarence Braly, resigned, be approved; said term expiring as of July 16, 1949. This motion was carried by the following vote:

AYES: Councilmen Dailey, Muegenburg, and Venable;
 NOES: Councilmen Axenty and Wortham;
 ABSENT: None.

Mayor Marsh requested the approval of his appointment of Dr. Robert W. Boulger to serve as a member of the City Planning Commission for the unexpired term of Mr. Roger M. Guelff. It was thereupon moved by Councilman Muegenburg and seconded by Councilman Venable that the appointment of Dr. Robert W. Boulger by the Mayor as a member of the City Planning Commission for the unexpired term of Mr. Roger M. Guelff, resigned be approved; said term expiring as of July 16, 1948. This motion was carried by the following vote:

AYES: Councilmen Dailey, Muegenburg, and Venable;
 NOES: Councilmen Axenty and Wortham;
 ABSENT: None.

Mayor Marsh requested the approval of his appointment of Mrs. J. M. Frizell to serve on the ^{City} Planning Commission for the unexpired term of Mr. Roy E. Denman. It was thereupon moved by Councilman Dailey and seconded by Councilman Muegenburg that the appointment by the Mayor of Mrs. J. M. Frizell to serve on the City Planning Commission for the unexpired term of Mr. Roy E. Denman, resigned, be and the same is hereby approved; said term expiring as of July 16, 1947. This motion was carried by the following vote:

AYES: Councilmen Dailey, Muegenburg, and Venable;
 NOES: Councilmen Axenty and Wortham;
 ABSENT: None.

ADJOURNMENT:

No further business being presented at this time it was moved by Councilman Muegenburg and seconded by Councilman Dailey that the meeting adjourn until 8:00 o'clock p.m. on Friday, April 25, 1947. Carried.

Respectfully submitted,

O. C. Mansfield
 City Clerk

APPROVED:

Clyde Marsh
 Mayor

BLUE FOLDER ITEM

Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.

CHARTER REVIEW ADVISORY COMMITTEE MEETING SEPTEMBER 22, 2022

I.1 DISCUSSION AND POSSIBLE ACTION REGARDING THE FOLLOWING ARTICLES RELATED TO CONTRACTS AND PURCHASES:

- 1. ARTICLE XX, SECTION 20.1, APPROVAL OF DEMANDS**
 - 2. ARTICLE VIII, SECTION 8.3 (C), MAYOR, PRESIDING ON CONTRACT SIGNATURES**
 - 3. ARTICLE XIX, GENERAL PROVISIONS, FOCUSING ON THE FOLLOWING SECTIONS:**
 - SECTION 19, PUBLIC WORKS, CONTRACTS ON BID LIMITS**
 - SECTION 19.1, COMPETITIVE BIDDING WHEN NOT REQUIRED ON MAINTENANCE-REPAIR AND MATERIALS UNDER \$5K**
 - SECTION 19.7, CONTRACTS, PROGRESS PAYMENTS ON RETENTION PERCENTAGE**
 - SECTION 19.9, MUNICIPAL PURCHASES**
-
- CRAC SUGGESTED AMENDMENTS TO SECTION 8.3**

Sec. 8.3. Mayor, presiding officer.

The Mayor ~~He~~ shall be the executive head of the City of Redondo Beach for the purposes hereinafter set forth:

(a) The Mayor ~~He~~ shall preside over the meetings of the City Council.

(b) The Mayor ~~He~~ shall be the representative of the City for all ceremonial purposes.

(c) The Mayor ~~He~~ shall sign, on behalf of the City, all contracts, ordinances, resolutions and warrants except when the City Council, by ordinance, has authorized the City Manager, or other officer or other employee to approve and sign a written contract on behalf of the City ~~for the acquisition of equipment, materials, supplies, labor, services or other items included within the budget approved by the City Council as hereinafter set forth.~~

(d) The Mayor ~~He~~ shall approve all bonds as to amounts.

(e) The Mayor ~~He~~ shall perform such other duties as may be prescribed by this Charter or as may be assigned ~~to him~~ by the City Council.

DRAFT
With further revisions suggested
by City Manager's office

Sec. 19. Public works, contracts.*

~~At a City Council meeting within eight (8) weeks of the swearing in following a regular municipal election, the minimum value of~~ Every ~~contracts~~ public works contract above or equal to a ~~threshold value~~ involving an expenditure of more than fifty thousand dollars (\$50,000.00) for public works projects, including the construction of improvements of public buildings, streets, drains, sewers, utilities, parks and playgrounds shall be ~~set by ordinance or resolution.~~ ~~Unless otherwise prescribed by ordinance or resolution~~ let-let to either: ~~to:~~ (1) the lowest responsible bidder, after notice by publication in the official newspaper by one or more insertions, the first of which shall be published at least ten (10) days before the time for opening bids; or (2) the best value design-builds entity or best value design-build-operate entity; or (3) the highest recommended entity resulting from an alternative procurement process prescribed by ordinance or resolution ~~responding to a request for proposals, shall be awarded.~~

At a City Council meeting within eight (8) weeks of the swearing in following a regular municipal election, the threshold value of the aforementioned public works contracts shall be set or affirmed by the City Council by ordinance or resolution.

~~Projects with a value not exceeding the threshold value At that same meeting the minimum bidding threshold of Ppublic works projects of fifty thousand dollars (\$50,000.00) or less to may be completed by any of the above methods or by negotiated contract, or purchase order, or employees of the City using and those which may be may be let to contract by informal bid procedures -as shall be set by the City Council by ordinance.~~

~~Public works projects of fifteen thousand dollars (\$15,000.00) or less may be performed by employees of the City by force account, by negotiated contract or by purchase order.~~ The Council may at any time amend the ~~these minimum value of contracts or this minimum bidding thresholds~~ value by a four-fifths (4/5) vote.

The Council may reject any and all bids received whenever in the opinion of the City Council:

Comment [AW1]: This phrase in this location could be interpreted that each project would need its own ordinance or resolution to award in a manner other than option 1 or 2. Instead consider deleting here and adding third option, as suggested herein.

Comment [AW2]: Modified to have a two-tier process, rather than three. Alternatively, the language could direct council to set a second threshold value for other methods, maintaining the three tiers. No matter the number of tiers we should maintain flexibility for council to authorize method(s) via ordinance and or resolution.

(a) The bid or bids do not strictly comply with the notice and specifications.

(b) The Council finds and determines that the proposed project or purchase should be abandoned.

(c) The Council finds and determines that the materials may be purchased more reasonably on the open market and the work done cheaper by day or City labor.

(d) The Council determines that the bids are higher than anticipated and a new call for bids would result in savings to the City.

(e) The Council determines that it would be in the best interest of the City to delay the work or purchase for an indefinite period of time.

(f) The best interests of the City would be served by a rejection of all bids.

(g) The proposal is not suitable for the project.

*19—as amended by election 4-11-67, 3-7-89 and 3-6-01.

DRAFT
With further revisions suggested
by City Manager's office

Sec. 19.1. Competitive bidding, when not required.*

It shall not be necessary for the City Council to publish notice calling for bids or to receive bids as required in Article XIX, Section 19, in the following cases:

(a) Where the proposed work consists of maintenance or repair, **as defined by the City Council by ordinance or resolution.**

(b) When the City Council, upon recommendation of the City Manager, finds and determines that the work may be done more reasonably either on a daily basis or by the use of City labor, and/or materials may be purchased as cheaply on the open market.

(c) When the City Council by four-fifths (4/5) vote expressed in its official minutes finds and determines that an emergency exists and it is necessary to immediately contract for such work and/or materials in order to protect and preserve life or property.

(d) When the proposed services are not competitive or are to be furnished by a public utility.

(e) On all purchases of supplies or materials under **the value set at the same** by the City Council ~~meeting~~ as part of the periodic review of City purchasing, contracting procedures and minimum bidding thresholds ~~other minimum value of contracts and minimum bidding thresholds \$5,000.00~~, provided ~~ing~~ such purchases are approved by the City Manager.

*19.1—COMPETITIVE BIDDING, WHEN NOT REQUIRED—as amended by election 4-13-65.

DRAFT
With further revisions suggested
by City Manager's office

Sec. 19.7. Contracts, progress payments.

All contracts entered into by or on behalf of the City of Redondo Beach may provide for percentage payments at various stages of the work contracted for provided, however, that at least ~~ten (10)~~ five (5) per cent of the total sums payable by the City of Redondo Beach under any public works construction contract shall be withheld until the work is approved by the department head and accepted as complete by the City Council Manager. The City Manager shall provide, ~~with regular meeting agenda~~ notification to the City Council of the acceptance of completion at the next available regularly scheduled City Council meeting. The City Council shall not accept complete performance under any contract until satisfactory evidence is furnished that all labor and material liens have been completely satisfied by the contractor.

Comment [AW3]: Need to research this. When a project's plans and specs are approved by City Council or its appointee, the City secures "immunity" against liabilities related to design deficiencies. We currently require City Council to approve the plans and specs for all project over our higher (\$50k) threshold. The project may need to also be accepted as complete by the Council to preserve that immunity.

DRAFT
With further revisions suggested
by City Manager's office

Sec. 19.9. Municipal purchases.

The City Manager, or other appropriate City official or employee authorized by the City Manager ~~Council by ordinance, upon recommendation of the City Manager,~~ shall provide for the purchase of all equipment, materials, supplies, labor, services or other items ~~included within the budget approved needed by the Council~~ and budgeted for by the City, ~~through the City Manager or through some appropriate official, employee or department recommended by the City Manager him,~~ subject to other provisions of this Charter, and in accordance with such regulations as ~~may be deemed advisable by the City Manager and the City Council~~ prescribed by Ordinance by the City Council.

DRAFT
With further revisions suggested
by City Manager's office

Sec. 20.1. Approval of demands.

All demands shall, prior to payment, be approved by the City Manager and the City Clerk. Prior to the approval of any demands by them, they shall satisfy themselves that the **amount is legally due** ~~supplies, materials, property or services for which payment is claimed, have been actually delivered or rendered~~, that the payment, authorized by law, is just and fair, and that appropriation for the same has been made. All payrolls shall be certified by the respective department heads and approved by the City Manager.

DRAFT



Administrative Report

I.2., File # 22-4925

Meeting Date: 10/5/2022

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE FOLLOWING ARTICLES RELATED TO CONTRACTS AND PURCHASES:

1. ARTICLE XX, SECTION 20.1, APPROVAL OF DEMANDS
2. ARTICLE VIII, SECTION 8.3 (C), MAYOR, PRESIDING ON CONTRACT SIGNATURES
3. ARTICLE XIX, GENERAL PROVISIONS, FOCUSING ON THE FOLLOWING SECTIONS:
 - SECTION 19, PUBLIC WORKS, CONTRACTS ON BID LIMITS
 - SECTION 19.1, COMPETITIVE BIDDING WHEN NOT REQUIRED ON MAINTENANCE-REPAIR AND MATERIALS UNDER \$5K
 - SECTION 19.7, CONTRACTS, PROGRESS PAYMENTS ON RETENTION PERCENTAGE
 - SECTION 19.9, MUNICIPAL PURCHASES

Article XX. Funds, Disbursements and Liabilities

Sec. 20.1. Approval of demands.

All demands shall, prior to payment, be approved by the City Manager and the City Clerk. Prior to the approval of any demands by them, they shall satisfy themselves that the supplies, materials, property or services for which payment is claimed, have been actually delivered or rendered, that the payment, authorized by law, is just and fair, and that appropriation for the same has been made. All payrolls shall be certified by the respective department heads and approved by the City Manager.

Item I.1 – Discussion and Possible Action Regarding Article XX, Section 20.1, Approval of Demands

Charter Review Advisory Committee

July 20, 2022

Article XX, Section 20.1

Approval of Demands

All demands shall, prior to payment, be approved by the City Manager and the City Clerk. Prior to the approval of any demands by them, they shall satisfy themselves that the supplies, materials, property or services for which payment is claimed, **have been actually delivered or rendered**, that the payment, authorized by law, is just and fair, and that appropriation for the same has been made. All payrolls shall be certified by the respective department heads and approved by the City Manager.

Option 1

- Revise language to allow for the payment of deposits.

Prior to the approval of any demands by them, they shall satisfy themselves that the ~~supplies, materials, property or services for which payment is claimed, have been actually delivered or rendered,~~ **amount is legally due**, that the payment, authorized by law, is just and fair, and that appropriation for the same has been made.

Revised Language - Option 1

All demands shall, prior to payment, be approved by the City Manager and the City Clerk. Prior to the approval of any demands by them, they shall satisfy themselves that the **amount is legally due**, that the payment, authorized by law, is just and fair, and that appropriation for the same has been made. All payrolls shall be certified by the respective department heads and approved by the City Manager.

Option 2

- Revise language to allow City Council to establish procedures for payment of demands by ordinance.

City of Torrance:

All demands against the City shall be presented and paid in accordance with such regulations as the City Council shall prescribe by ordinance.

Article VIII. The Mayor

Sec. 8.3. Mayor, presiding officer.

He shall be the executive head of the City of Redondo Beach for the purposes hereinafter set forth:

- (a) He shall preside over the meetings of the City Council.
- (b) He shall be the representative of the City for all ceremonial purposes.
- (c) He shall sign, on behalf of the City, all contracts, ordinances, resolutions and warrants except as hereinafter set forth.
- (d) He shall approve all bonds as to amounts.
- (e) He shall perform such other duties as may be prescribed by this Charter or as may be assigned to him by the City Council.

**Item I.2 – Discussion and Possible
Action Regarding Article VIII,
Section 8.3(c), Mayor, Presiding
Officer, Contract Signatures**

**Charter Review Advisory
Committee**

July 20, 2022

Article VIII, Section 8.3

Mayor, presiding officer.

Article VIII. The Mayor

Sec. 8.3. Mayor, presiding officer.

He shall be the executive head of the City of Redondo Beach for the purposes hereinafter set forth:

- (a) He shall preside over the meetings of the City Council.
- (b) He shall be the representative of the City for all ceremonial purposes.
- (c) He shall sign, on behalf of the City, all contracts, ordinances, resolutions and warrants except as hereinafter set forth.**
- (d) He shall approve all bonds as to amounts.
- (e) He shall perform such other duties as may be prescribed by this Charter or as may be assigned to him by the City Council.

Recommendation

- Add language to allow for City Council, by ordinance, to designate signature authority for the City Manager or other officers or employees

Example (Cities of Huntington Beach and Newport Beach):

- The City Council, by ordinance or resolution, may authorize the City Manager, or other officer or other employee to approve and sign a written contract on behalf of the City for the acquisition of equipment, materials, supplies, labor, services or other items included within the budget approved by the City Council, and may impose a monetary limit upon such authority.

Revised Language:

(c) He shall sign, on behalf of the City, all contracts, ordinances, resolutions and warrants except when the City Council, by ordinance, has authorized the City Manager, or other officer or other employee to approve and sign a written contract on behalf of the City for the acquisition of equipment, materials, supplies, labor, services or other items included within the budget approved by the City Council.

Article XIX. General Provisions

Sec. 19. Public works, contracts.

Every contract involving an expenditure of more than fifty thousand dollars (\$50,000.00) for public works projects, including the construction of improvements of public buildings, streets, drains, sewers, utilities, parks and playgrounds shall be let either to: (1) the lowest responsible bidder, after notice by publication in the official newspaper by one or more insertions, the first of which shall be published at least ten (10) days before the time for opening bids; or (2) the best value design-builds entity or best value design-build-operate entity responding to a request for proposals.

Public works projects of fifty thousand dollars (\$50,000.00) or less may be let to contract by informal bid procedures as shall be set by the City Council by ordinance.

Public works projects of fifteen thousand dollars (\$15,000.00) or less may be performed by employees of the City by force account, by negotiated contract or by purchase order.

The Council may reject any and all bids received whenever in the opinion of the City Council:

- (a) The bid or bids do not strictly comply with the notice and specifications.
- (b) The Council finds and determines that the proposed project or purchase should be abandoned.
- (c) The Council finds and determines that the materials may be purchased more reasonably on the open market and the work done cheaper by day or City labor.
- (d) The Council determines that the bids are higher than anticipated and a new call for bids would result in savings to the City.
- (e) The Council determines that it would be in the best interest of the City to delay the work or purchase for an indefinite period of time.
- (f) The best interests of the City would be served by a rejection of all bids.
- (g) The proposal is not suitable for the project.

*19—as amended by election 4-11-67, 3-7-89 and 3-6-01.

BLUE FOLDER ITEM

Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.

CHARTER REVIEW ADVISORY COMMITTEE MEETING JUNE 30, 2022

J.5 DISCUSSION AND POSSIBLE ACTION REGARDING ARTICLE XIX, SECTION 19, PUBLIC WORKS, CONTRACTS ON BID LIMITS

CONTACT: MIKE WITZANKSY, CITY MANAGER

- **BUDGET & FINANCE COMMISSION PROCUREMENT MINUTES FROM SEPTEMBER 23, 2021 MEETING**
- **BUDGET & FINANCE COMMISSION ADMINISTRATIVE REPORT FROM SEPTEMBER 23, 2021 MEETING REGARDING CONTRACT PROCUREMENT**
- **MOSS ADAMS ROLES AND RESPONSIBILITIES**

There were no Zoom or eComments.

Motion by Commissioner Solomon, seconded by Commissioner Samples, to receive and file the Consent Calendar. Motion carried unanimously, with the following roll call vote:

AYES: Johnson, Marin, Nguyen, Samples, Solomon, Woodham, Chair Conroy
NOES: None
ABSENT: None

EXCLUDED CONSENT CALENDAR – NONE

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

There were no Zoom or eComments.

ITEMS CONTINUED FROM PREVIOUS AGENDAS (OLD BUSINESS) – NONE

ITEMS FOR DISCUSSION PRIOR TO ACTION (NEW BUSINESS)

J.1. DISCUSSION OF THE UNIFORM PUBLIC CONSTRUCTION CONTRACT ACCOUNTING ACT AND OPPORTUNITIES TO STREAMLINE PUBLIC WORKS CONTRACT PROCUREMENT

Finance Director Paul said the item was originally presented to the Commission in 2018, and a request was made at the last meeting to bring the item back for discussion.

She said the low limits for capital projects to go out for bid is unduly burdensome because it is so low and noted there were two recommended options. She said she spoke to Public Works Director Ted Semaan and he is interested in this item.

Commissioner Solomon said a lot of things have changed since 2018, however, this code section has not changed. To recap, he said the \$15,000 threshold for capital improvement projects is unreasonably low and believes it presents a barrier to work within the city for non-professional procurement contracts, specifically capital improvements.

He asked to bring the item back for the following reasons:

1. Different City Council
2. City Council has already discussed the idea of some charter amendments and have budgeted for 2021-22 for charter changes.
3. There is a lot of discussion at City Council about procurement, about competitive bidding, and he does not think they would be adverse to having a formal discussion when it came to numbers. He thinks professional services could be part of the discussion, as an adjunct, it wouldn't be a modification of the code.

Commissioner Solomon said he believes having such a low number delays some projects that could dramatically improve quality of life for residents. For example, for the bathrooms at the pier, a contractor would not come in at \$15,000 to fix the bathrooms. He suggested a higher dollar amount and various levels, deferring to Public Works, and staff that would be involved on a regular basis, to make recommendations to the City regarding worthwhile bandwidths for the different levels.

In response to Commissioner Samples regarding budgeting of CIP projects as well as the procurement aspect in the city charter, Finance Director Paul said she will research that, and suggested the Commission write a letter for her to take to City Council for their recommendation.

Commissioner Samples mentioned the line in the current city code that says professional services by definition are specialized services therefore they are categorically exempt from going to bid. He said that does not seem to be consistent with what he has seen with other municipalities throughout the state.

Commissioner Samples said he is favor of option 1.

Chair Conroy thanked Commissioner Solomon for bringing the item for discussion and feels that setting a fixed amount on anything that will naturally change over time is not the best approach because what fits the current year is not going to fit in the future and it will get worse over time.

Chair Conroy asked if they want to do option 1, or first bring it up to an amount, for example \$30,000, and then tie it to a five-year indexing.

In response to Chair Conroy, Commissioner Solomon replied that it would be simpler to adjust for inflation from the last time it was amended and setting an indexing for every five years. He said he wants to have flexibility, but ultimately it is City Council and Public Works' call.

Commissioner Samples said he thought the adopted guidelines under the state's UPCCA would be presented. He also said he believes there are numbers in the guidelines and that it is a tiered process.

Finance Director Paul referenced a document that was presented to the Commission in 2018 which included three thresholds.

Commission Marin said all three levels are in there.

Commissioner Solomon suggested having City Council determine if a tiered approach would improve the procurement processes. He said he does not want vendors used just because they were used in the past, as that is not in the best interest of the city.

Commissioner Samples noted there is a difference between the city charter issues, which is the dollar threshold and awarding contracts, and the bidders' selection process. He said many cities have pre-validated vendors for different types of contracts, going out to bid on maybe a two or five-year basis, creating a list of contractors that are preapproved and eligible to submit letter bids. He also mentioned multi-level opportunities, with level 3 being open for anyone wanting to bid.

In response to Commissioner Solomon regarding whether it would be better to send something to City Council for them to discuss, or refer it to the City Manager, or Assistant City Manager, Finance Director Paul said once they make a recommendation to City Council they will involve Public Works Director Semaan and the engineers. She suggested mirroring a particular policy or guideline and presenting it to City Council, rather than including numbers that might change.

Chair Conroy clarified if they submit a letter of recommendation it could be agendized, to which Finance Director Paul replied yes. He said they have submitted letters in the past and were informed that if they wanted City Council to hear their recommendation, they would need to call and read it to them during a City Council meeting.

In response to Chair Conroy regarding the approach the Commission will take, Commissioner Solomon suggested having a Column A and a Column B and submit that to City Council as a baseline, get guidance from them and then dig into more detail with Public Works Director Semaan and additional staff.

Finance Director Paul confirmed the idea and encouraged the Commission to draft a letter that she will have added to a City Council agenda.

Chair Conroy proposed a group to draft the letter, consisting of Commissioner Samples, Commissioner Solomon and himself.

Commissioner Solomon asked if they will create the letter and Chair Conroy will submit the letter to Finance Director Paul to take to City Council, or if they will revisit the item at the next meeting. Chair Conroy said he prefers they create the letter and forward it to Finance Director Paul.

Commissioner Solomon expressed concern that the Commission may not agree with the draft letter. Chair Conroy said he is open to bringing the letter back to the Commission for their feedback at the next meeting.

Commissioner Marin said if the letter is asking to revisit the subject because it has not been revisited since 2013, with a dollar amount set in 1990, he does not feel it needs to be presented to the Commission before it is forwarded to City Council.

Commissioner Johnson said he trusts the team to draft a proper letter, they don't have the information to start making recommendations as far as guidelines, and as far as timing, if it hasn't been changed since 2010, it can probably wait another 12 days.

Chair Conroy said they will discuss it at the next meeting.

Commissioner Samples said they will prepare the draft and present it at the next meeting for the Commission to review.

There were no Zoom or eComments.

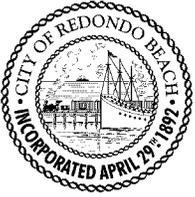
Motion by Commissioner Solomon, seconded by Commissioner Samples, to continue the item to the next meeting. Motion carried unanimously, with the following roll call vote:

AYES: Johnson, Marin, Nguyen, Samples, Solomon, Woodham, Chair Conroy
NOES: None
ABSENT: None

K. MEMBER ITEMS AND REFERRALS TO STAFF

Commissioner Solomon explained that as part of the Pier leaseholders' rent, the City collects dues that are paid to the King Harbor Association and the Pier Association, and forwards the dues to the two entities and spent. He said part of the Waterfront Economic Development's roles and responsibilities is working with the pier stakeholders and leaseholders; some of them have asked why they are paying dues, but not seeing any results of the money.

Commissioner Solomon said he looked up the tax returns and found none for the King Harbor Association, the last one for the Pier Association was in 2019 showing \$85,000 dues received, with \$43,000 spent in advertising and \$10,000 on a website. He asked Finance Director Paul to follow up with Waterfront Director Proud to see if reports are available that show how much money is received and how it is spent.



Administrative Report

J.1., File # BF21-3048

Meeting Date: 9/23/2021

To: BUDGET AND FINANCE COMMISSION

From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

DISCUSSION OF THE UNIFORM PUBLIC CONSTRUCTION CONTRACT ACCOUNTING ACT AND OPPORTUNITIES TO STREAMLINE PUBLIC WORKS CONTRACT PROCUREMENT

EXECUTIVE SUMMARY

The procurement of construction contracts for the City's capital improvement activities is regulated by the California Public Contracts Code (PCC), the City Charter and the Redondo Beach Municipal Code (RBMC), which all require the use of competitive bidding procedures when making a contract award for a public works project. These regulations can be unintentionally cumbersome for contracts of smaller value that present both lower risk of and consequences from activity that would compromise public trust. Both the City Charter and the California Uniform Public Construction Contract Accounting Act (UPCCAA) have mechanisms in place that recognize the need for lower value contracts to have less restrictive competitive bidding and awarding regulations in order to balance regulatory safeguards with expedient service to the public. This report identifies the similarities in the City's Charter, RBMC and the UPCCAA and provides potential options for the City to increase bid limits to procure contracts for public works projects in a more efficient way, while continuing to safeguard the public's trust.

BACKGROUND

The PCC is the body of law that regulates construction contracts for activities deemed to be a public works project. The set of laws is intended "to eliminate favoritism, fraud and corruption in the awarding of public contracts"¹ by implementing a formal, competitive process for awarding contract work. Competitive bidding aligns with good purchasing practice and the formalities associated with state law mitigate the potential for corruption. The PCC also states that the "California public contract law should be efficient and the product of the best of modern practice and research"² and that it should "aid public officials in the efficient administration of public contracting"³. However, these checks and balances slow the process of procurement. In some cases, the delay is unwarranted, such as for simpler, low risk, low value projects.

An example of the cumbersome nature of the PCC can be found in the requirement that all municipal public projects over \$5,000 must be awarded to the lowest responsible bidder after a period of public notice of the opportunity (PCC Section 20162.) This formal competitive bidding procedure makes sense for projects over a certain value. However, a city could spend resources up to an exceeding \$5,000 to carry out the reporting, advertising, bid support, plan and specification publication, etc., and

it is easy to see that this limit is low from a cost benefit aspect for lower value projects. The low value of this threshold is also problematic in that it increases the likelihood that cities will need to award contracts to poorly performing or inexperienced contractors. Cities subject to this law have no efficient way to reduce participation of poor quality contractors on low cost projects. Larger cost projects do this inherently by having higher requirements for successful experience, safety performance and bonding capacity. By raising the threshold for contracts that must be awarded to the low bidder, a city can exercise some discretion to avoid those contractors without sufficient qualifications or experience on a greater number of their less expensive projects.

To address the needs of efficiency of project delivery while still providing sufficient controls and to establish uniform procedures, the State Legislature enacted the UPCCAA in 1983. The UPCCAA is a body of law added to the PCC (Section 22000 to 22045) that allows for alternative bidding and awarding procedure to cities and other local agencies choosing to adopt it. An FAQ on the UPCCAA, prepared by the State, is attached for additional information. To date over 230 municipalities have adopted the UPCCAA⁴.

Among other things, establishes three sets of procedures for public projects, based on the estimated value of the construction. Level 1 projects are less than \$45,000, Level 2 projects range from \$45,001 to \$175,000, and Level 3 projects are those exceeding \$175,000. These limits change occasionally by act of the Legislature, which last occurred in 2011. The primary difference between the levels is how bids are solicited and awarded. Level 1 projects can be performed by force account⁵, purchase order or negotiated contract. Level 2 projects require use of informal bidding procedures that require notice 10 days before bids are due to either a list of qualified contractors maintained by the City or to a specified list of construction trade journals. Under the Level 2 process, the legislative body can also delegate contract award authority to a staff member, further saving time to begin a project. Level 3 projects require a formal bidding process that includes a longer noticing period and award by the legislative body.

Pursuant to the state Constitution, cities within the State of California are formed as either general law or charter cities. General law cities must comply with the \$5,000 bid limit established in PCC Section 20162 unless they adopt the UPCCAA. Adopting the UPCCAA allows the agency to use the higher bid limits and procedures, but the agency is required to perform additional cost accounting procedures for public projects. Furthermore, upon any complaint by an interested party the agency is subject to an accounting procedures review by the California Uniform Construction Cost Accounting Commission (CUCCAC).

The City is not required to adopt the UPCCAA in order to increase to the bid limits. Adoption of the UPCCAA brings an increase in administrative burden related to mandated cost accounting procedures and policies. Furthermore, adoption of the UPCCAA potentially subjects the City to an exhaustive and time consuming accounting procedures review by CUCCAC any time a disgruntled bidder sheds doubt on the City's process. Therefore, staff does not recommend that the City adopt the UPCCAA.

For a charter city, there are better options to improve the procedures outlined in the PCC. According to PCC Section 1100.7, charter cities, such as Redondo Beach, are not subject to the provisions of

the PCC if a city charter provision or ordinance conflicts with any relevant provision of the PCC. Pursuant to this section the City has established, in the City Charter and RBMC, alternative bid limits and procedures for public works projects. In a City Charter amendment that was approved by voters on March 7, 1989, and a subsequent ordinance adopted by City Council on February 20, 1990, the City incorporated a significant amount of the language and procedures similar to the UPCCAA related to bidding for public works projects.

The City's Charter, Article XIX, Section 19, recognizes the value to the public of being able to deliver public works projects efficiently and groups public works projects according to dollar value. The City Charter allows for projects up to \$15,000 (the City's "Level 1") to be let by force account, negotiated contract or purchase order. Projects valued from \$15,000 and \$50,000 (the City's "Level 2") may be let by an informal procedure that is set by the City Council by ordinance (RBMC 2-6.1.03), which allows for a 10-day notice and authorizes the Mayor to execute the contract with the lowest responsible bidder without explicit approval of the City Council under most conditions. Projects over \$50,000 (the City's "Level 3" must follow formal bid procedures, which involve a 30-day notice and Council award.

DISCUSSION:

The Level 1 and Level 2 requirements in the UPCCAA, City Charter and RBMC make contracting more efficient by saving time in both the advertising period and the time to award and execute the contract for the project. The City's Level 1 allowances also make it possible to solicit quotes only from known and reliable contractors, resulting in fewer surprises in the administration of the contract.

The City regularly uses the Level 1 and Level 2 procedures and would benefit by matching the bid threshold amounts to those of the UPCCAA. The City's limits, at \$15,000 and \$50,000 respectively, were last adjusted in 1989 and are significantly lower than (only about 1/3 of) UPCCAA thresholds. There are two options to pursue increasing the City's bid thresholds. Both options involve an election of the voters, since it would be necessary to change the language of the City Charter. In addition, an ordinance update would be required.

Option 1:

In this first option, assuming voter approval, the City Charter would be revised to remove the expression of the bid thresholds as specific amounts and permit them to be set and changed, from time to time, by ordinance of the City Council, similar to the way the informal bidding procedures are handled. Staff could then recommend, as needed, that the ordinance be changed to match the bid threshold levels set by the State Controller, which can change no more frequently than every five years and in no less than \$15,000 increments.

By changing the City Charter to allow the Council to set the threshold levels, the Council retains full control to adjust them as required by the City for efficient delivery of projects. By tying the City threshold to the levels set by the State Controller, Council gains the confidence that it is acting in accordance with many other municipalities in the State and region.

Option 2:

In this second option, assuming voter approval, the specific amounts of the bid thresholds in the City

Charter would be increased to match or nearly match the bid threshold levels to those of the UPCCAA. This option would not allow Council to set the bid thresholds by ordinance and any future increase would require voter approval.

Changing the City Charter is appropriately complex and would involve considerable effort on the part of City staff from multiple Departments. There are likely other significant and items (in addition to smaller “clean up” items) that could also be considered in any effort to amend the Charter and obtain an affirmative vote of the citizens of Redondo Beach. Such a task would involve considerable effort on the part of City staff from multiple departments. Changing the thresholds of our methodology to more efficiently procure and deliver public works projects may not be enough to drive such an effort, but it most certainly should not be left out of such an endeavor.

RECOMMENDATION:

Staff believes gains in efficiency of project delivery can be made by considering and adjustment of City Charter mandated bid threshold levels used in determining the method by which public works projects are advertised for bids and awarded. Therefore, Staff recommends the Commissions receive and file this report on potential methods to streamline the procurement of contracts for public works projects.

¹ California Public Contracts Code, Division 1, Section 100(d)

² California Public Contracts Code, Division 1, Section 101

³ Ibid, Section 102

⁴ https://www.sco.ca.gov/Files-ARD-Local/Participating_Agencies_-_General.pdf <https://www.sco.ca.gov/Files-ARD-Local/Participating_Agencies%20-%20General.pdf>, April 10, 2018.

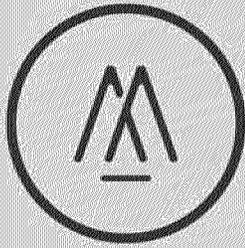
⁵ Work by force account means work performed by City crews or by subcontracted firms who augment City crews and perform work on a time and materials basis

COORDINATION

Preparation of this report was coordinated with the Finance Department and the Public Works Department.

FISCAL IMPACT

None.



MOSS ADAMS

FINAL REPORT

FOR

CITY OF REDONDO BEACH

**Roles and Responsibilities Review:
City Clerk and City Treasurer**

January 19, 2019

Moss Adams LLP
999 Third Avenue, Suite 2800
Seattle, WA 98104
(206) 302-6500



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I. EXECUTIVE SUMMARY

A. BACKGROUND, SCOPE, AND METHODOLOGY

The City of Redondo Beach’s (the City) City Charter delegates authority and tasks over specific fiduciary activities to the City Clerk (the Clerk) and the City Treasurer (the Treasurer), which are both elected positions. In general, the City Clerk, in conjunction with the City Manager and Financial Services Department (the Department), has oversight of City expenses and the City Treasurer has oversight of City revenues. However, the roles and responsibilities of the Clerk, Treasurer, and Financial Services Department have not been formally established in the City’s Charter, municipal code, or City policies.

Seeking to implement best practices and ensure compliance with applicable regulations, the Clerk and Treasurer requested an independent assessment of the roles and responsibilities of the City’s Clerk, Treasurer, and Financial Services Department. The review included interviews with the Clerk, Treasurer, and Financial Services Director, document review, and research into common and best practices.

This roles and responsibilities review engagement was performed in accordance with the consultancy standards of the American Institute of Certified Public Accountants (AICPA). Accordingly, we provide no opinion, attestation, or other form of assurance with respect to our work.

B. OBSERVATIONS AND RECOMMENDATIONS

The following table summarizes recommendations to better align the roles, responsibilities, and reporting requirements of the Clerk, Treasurer, and Financial Services Director with best practices.

OBSERVATIONS AND RECOMMENDATIONS		
1	Observation	The City’s fiduciary roles and responsibilities are not comprehensively defined in its Charter, municipal code, and corresponding policies.
	Recommendation	Revise the Charter, municipal code, and City policy to clearly delineate fiduciary roles and responsibilities in accordance with best practices.
2	Observation	The City Clerk’s fiduciary activities are labor-intensive and often overlap with the Financial Services Department’s role.
	Recommendations	Delegate all Clerk-assigned financial responsibilities to the Financial Services Department and eliminate the financial education requirements from the Charter. OR Transition the Clerk’s role to serve as a strategic function within the City by assuming an oversight role over expenditure functions, including conducting activities such as approval of policies and procedures, journal entry review, and expenditure analysis to identify irregular transactions.
3	Observation	The City Treasurer’s assigned duties are largely completed by the Financial Services Department, which is best practice but has not been formally established as a component of the Department’s role.
	Recommendation	Formally delegate authority over the Treasurer’s fiduciary activities to the Financial Services Department including defined regular, standardized financial reporting.



OBSERVATIONS AND RECOMMENDATIONS		
4	Observation	The City Treasurer's role largely serves in a financial oversight capacity, although it has not established regular reporting requirements to support this role.
	Recommendation	Establish auditing functions to ensure oversight of revenue collection and administration, including revenue variances, bank account reconciliations, collection reports, and revenue-source specific transactions.
5	Observation	The Financial Services Department conducts the day-to-day activities of cash handling and revenue collection, although the Department has not been established in the municipal code or delegated the authority to conduct financial activities.
	Recommendation	Adopt a resolution to establish the Financial Services Department in municipal code and defines its powers and duties as inclusive of tactical financial operations.
6	Observation	The City Clerk, City Treasurer, and Financial Services Department have not specified comprehensive reporting requirements to enable each function to complete their appropriate activities.
	Recommendation	Collaborate with the City Clerk and City Treasurer to develop reports that provide sufficient information that ensures oversight and fulfillment of roles and responsibilities identified in the City Charter and municipal code.



II. BACKGROUND, SCOPE, AND METHODOLOGY

A. BACKGROUND

The City of Redondo Beach's (the City) City Charter delegates authority and tasks over specific fiduciary activities to the City Clerk (the Clerk) and the City Treasurer (the Treasurer), which are both elected positions. In general, the City Clerk, in conjunction with the City Manager and Financial Services Department (the Department), has oversight of City expenses and the City Treasurer has oversight of City revenues.

In June 2009, the City Attorney assessed the relative budget and finance-related duties under the City Charter for the City Manager and the City Clerk. Despite multiple attempts to amend the Charter and remove the City Clerk's fiduciary duties, the City's efforts to secure this Charter amendment have not been successful. In 2014, the Treasurer initiated a charter amendment to adjust the role of the City Treasurer to serve in an oversight, rather than tactical, capacity. Residents supported this amendment, which clarified the Treasurer's role in Treasury administration and investment management, tax administration, general tax operating revenue management, and cash flow management services.

Due to outside regulatory requirements, the Financial Services Department reports to the City Manager, although its work largely relates to Charter-defined fiduciary functions of the City Clerk and City Treasurer.

B. SCOPE AND METHODOLOGY

This review was designed to provide an independent assessment of the roles and responsibilities of the City's Clerk, Treasurer, and Financial Services Department. The Clerk and Treasurer requested completion of an external review to ensure compliance with regulations and implement best practices.

This review was conducted between September and January 2019 and consisted of four phases: 1) startup/management, 2) fact finding, 3) analysis, and 4) reporting. During the fact finding phase, we interviewed the Clerk, Treasurer, and Finance Director and reviewed key documents including State law, City Charter, municipal code, relevant policies, and organization charts. Additionally, best practice research on guidelines and practices from professional associations and leading cities was conducted. Following analysis of this information, a draft report was reviewed with City leadership to validate facts and confirm the practicality of recommendations.

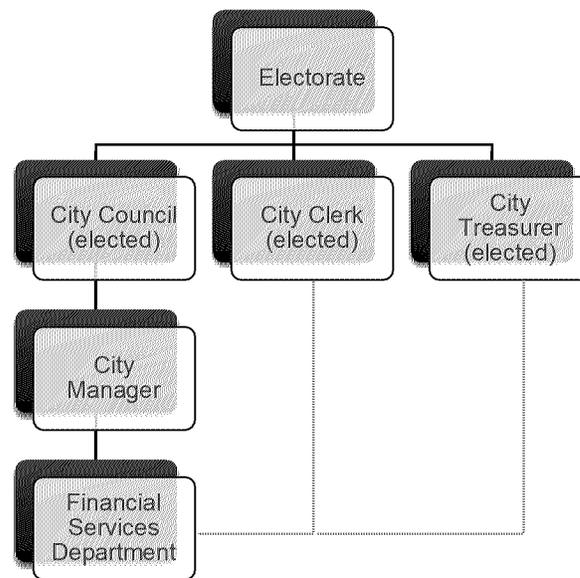


III. ROLES AND RESPONSIBILITIES ANALYSIS

A. FRAMEWORK AND STRUCTURE

EXISTING STRUCTURE

The City's current structure between the Financial Services Department, City Clerk, and City Treasurer is depicted in the organization chart below. The Financial Services Department reports to the City Manager, as is typical in most municipalities, although much of the Department's work is closely aligned with the City Clerk and City Treasurer's Charter-assigned roles and responsibilities. The City Clerk and City Treasurer both operate separate departments and conduct certain aspects of the City's financial activities, as prescribed by the City Charter. To facilitate their operations, the Financial Services Department provides financial system access and regular reports to the Clerk and Treasurer on certain transactions and financial trends.



Although this structure exists informally, the distinct roles, responsibilities, and reporting requirements among the Clerk, Treasurer, and Financial Services Department have not been formalized in municipal code or City policies. Therefore, there is a risk that there could be duplication, gaps, unclear authority, and significant confusion if personnel changes were to occur.

BEST PRACTICES

According to best practices, each of the roles and responsibilities critical to the receipt, management, and expenditure of City funds should be clearly defined in authorizing regulations such as the City Charter, municipal code, and City-wide policies. These provide the framework for accountability and liability over City funds and reduce potential duplication or gaps in the City's organization and operations. For



example, most municipal clerks do not participate in enterprise-level financial activities or oversight. Additionally, many cities choose to delegate the Treasurer’s duties to the Financial Services Director. In general, most financial activities should be delegated to the Financial Services Department, with oversight from the City Manager, budget and finance committee, and/or City Council.

RECOMMENDATION

1	OBSERVATION	The City’s fiduciary roles and responsibilities are not comprehensively defined in its Charter, municipal code, and corresponding policies.
	RECOMMENDATION	Revise the Charter, municipal code, and City policy to clearly delineate fiduciary roles and responsibilities in accordance with best practices.

The City’s Charter assigns fiduciary roles and responsibilities to the Clerk and the Treasurer, although there are some functional overlaps with activities that have been informally delegated to the City Manager and Financial Services Department. In addition to this overlap, the City’s Charter includes two significant abnormalities:

- The Charter assigns the Clerk duties encompassing expenditure functions and requires officers to have financial management education and experience.
- The Treasurer is a separate, elected office rather than a function performed by a Chief Financial Officer.

Financial functions are typically delegated to a Finance Department with oversight from the City Manager, budget and finance committee, audit committee, and/or City Council.

Apart from the City Charter, no other City code or policy formally delegates authority or responsibility over fiduciary activities. Historically, there has been some confusion because the Charter lists multiple officials as responsible for a specific task, such as budget development. In these cases, the City Attorney’s office was engaged to review the roles and responsibilities of officials and present a memo with clarifications of each official’s respective roles to the City Council; however, these definitions were not formally incorporated into any City code or policy. In 2000, the City Council passed a resolution stating that the City Clerk is responsible for managing financial affairs under the direction of the City Manager, but did not specify in what way. This presents additional risk of confusion with personnel turnover as well as liability and accountability concerns in the event of an investigation or litigation.

To ensure proper delegation of authority, the City should revise its Charter, municipal code, and City policy accordingly. Each of these requirements should have the following purposes and correlated information:

- **City Charter:** The City Charter establishes the framework for operations, including the City’s structure, responsibilities, functions, and processes. The Charter should be sufficiently broad to enable the City to adapt over time, while still clarifying the authority of elected and appointed officials. According to the National Civil League,¹ the Charter should specify that administrative departments report either to the City Manager or the Mayor to ensure accountability of the officials’ performance. One section should focus on the finance function, in particular establishing sound

¹ http://www.Charter2019.nyc/pdfs/National_Civic_League-Guide_Charter_Commissions.pdf



financial practices such as the independent audit and budgetary practices. Appendix A includes sample City Charter language from peer cities.

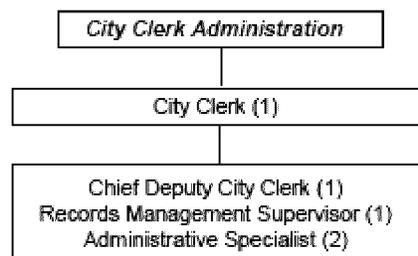
- **Municipal code:** Municipal code governs the activities of City administration by establishing departments and delegating authority and responsibility. Placing details in the code rather than the Charter allows for modifications without the burdensome process of amending the Charter, which requires citizen votes. The code should include provisions for accounting, payroll, auditing, purchasing, bonding and borrowing, licensing, special assessments, and others. Appendix A includes sample municipal code language from peer cities.
- **City policy:** City policy provides written guidance for how management and staff should approach core financial areas and issues. The policy should provide stability and continuity by establishing what actions are acceptable and unacceptable, identifying who is responsible, establishing the City’s internal controls environment, and providing standards to measure performance. It enables employee accountability and minimizes confusion by identifying who can take what actions.

Regardless of the function of each office, the City should clearly delineate who is responsible for financial functions in each layer of City documentation, from the Charter to departmental policies. Based on the delegation of functions, the Clerk, Treasurer, City Manager, and Financial Services Director should evaluate what reports are required to ensure their function can be properly performed. Ideally, the City Clerk and City Treasurer would act in an oversight and advisory role and leave the detail-oriented work to staff within the Financial Services Department. For example, if the City Treasurer has authority over revenue collection, the officer should receive regular revenue reports and trend analysis to provide oversight of this function. Additional details for each office under the City’s current structure is included in the following sections.

B. CLERK ROLES AND RESPONSIBILITIES

OVERVIEW

The City Clerk compiles and maintains original City records, conducts elections, prepares City Council agendas and minutes, maintains the municipal code and Charter, manages commission/committee recruitments, and performs other related activities. In addition to these traditional roles, the City Clerk in Redondo Beach also has several fiduciary duties such as budget preparation, supervising expenditures, maintaining the City’s accounting system and inventories, and financial monitoring. The City Clerk is a full-time position supported by four FTEs.



According to the City Charter, the City Clerk must have successfully completed and earned a passing grade in at least 15 units consisting of the following courses: elementary accounting, intermediate accounting, advanced accounting, auditing, cost accounting, and municipal and governmental accounting. These



courses must be completed at a collegiate institution or in a recognized private school of equal educational standards. Five years of experience in municipal accounting in a responsible position may be substituted for the educational requirements.

ROLES AND RESPONSIBILITIES

The following table outlines the Charter-defined roles and responsibilities of the City Clerk, the activities conducted by the Department, and collaboration with other departments. The Clerk has additional duties unrelated to Finance that are not reflected in this chart.

CHARTER-ASSIGNED ROLES AND RESPONSIBILITIES		ACTIVITIES	COLLABORATION WITH OTHER DEPARTMENTS
Have charge of the administration of the financial affairs of the City under the direction of the City Manager and in connection therewith shall have the power and be required to:			
	Prepare and assemble the budget expense and capital estimates for the City Manager.	Participates in budget workshops and reviews the budget, Capital Improvement Program (CIP), and Five-Year Financial Forecast proposed by the City Manager, including preparing a written assessment of the proposed documents.	The City Charter also delegates authority over budget preparation and subsequent administration to the City Manager.
	Supervise all expenditures and disbursements to insure that budget appropriations are not exceeded.	The City Clerk has read-only access to the City's financial system to facilitate expenditure monitoring.	Access to the financial system is provided by the Financial Services Department.
	Provide and maintain a general accounting system for the City government and each of its officers, departments and agencies; keep books for and prescribe the financial forms to be used by each office, department, and agency.	The City Clerk is a member of the financial system's executive team and has read-only access to the City's financial system to verify its accounting system.	Executive team cooperation includes collaboration with the Financial Services Department.
	Supervise the maintenance of current inventories of all property, real and personal, by the respective officers in charge thereof and periodically to audit the same.	The City Clerk has read-only access to the City's financial system to facilitate oversight of inventories.	Access to the financial system is provided by the Financial Services Department.



CHARTER-ASSIGNED ROLES AND RESPONSIBILITIES		ACTIVITIES	COLLABORATION WITH OTHER DEPARTMENTS
	Submit to the City Council, through the City Manager, a monthly statement of all receipts and disbursements in sufficient detail to show the financial condition of the City, and, as of the end of each fiscal year, submit a financial statement and report.	The City Clerk receives a copy of the Comprehensive Annual Financial Report (CAFR) and provides comments to the City Manager. All disbursements are approved by City Council on a bimonthly basis.	The City Charter also delegates authority to keep the City Council advised of the City's financial condition and prepare and submit a complete annual report on the finances and administrative activities to the City Manager.
	To approve, except as to correctness, together with the City Manager, before payment, all bills, invoices, payrolls, demands, or charges against the City government.	The City Clerk provides final approval of payments made by the City, although this review is often conducted after the payments have been made.	Documentation and access to financial information is provided by the Financial Services Department.

BEST PRACTICES

Most City Clerks oversee city records, elections, issue licenses and permits, prepare materials for City Council meetings, and ensure that public meetings are conducted in accordance with the Brown Act. Clerks commonly serve as a secretariat and liaison for the City Council and facilitate public access to appropriate government records. According to the California League of Cities, the Clerk should serve as a liaison between the public and City Council, and perform a variety of complex professional and managerial duties including the execution of tasks prescribed by the Government and Election Codes.²

Typically, Clerks do not play a critical role in the financial management of the City aside from the administration of their own department's budget. The State of California's Government Code prescribe the basic functions and duties of City Clerks,³ while the Election Code provides precise and specific responsibilities and procedures they should follow. Sections 40801-40814 of the Government Code specify that the City Clerk is the accounting officer of the city and shall maintain records of the financial condition of the city, including ensuring financial reports are made publically available. However, the Government Code also states that the financial and accounting duties imposed on the City Clerk may be transferred to a Director of Finance when the office has been established and its powers and duties defined by ordinance. Most cities choose to delegate this authority to improve the efficiency of operations and ensure proper utilization of staff skills and expertise.

The City Clerks Association of California outlines Clerk duties as follows:⁴

- Acts as the local official for elections, local legislation, the Public Records Act, the Political Reform Act, and the Brown Act.

² <https://www.cacities.org/Resources-Documents/Education-and-Events-Section/New-Mayors-Council-Members/2017-Handouts/10-Understanding-Your-City-s-Departments>

³ California Government Code: Title 4, Division 3, Part 3., Chapter 2, Sections 40801-40814

⁴ <https://www.californiacityclerks.org/what-is-a-city-clerk>



- ⦿ Before and after the City Council takes action, the City Clerk ensures that actions are in compliance with all federal, state, and local statutes and regulations and that all actions are properly executed, recorded, and archived.
- ⦿ Serves as liaison between the public and City Council.
- ⦿ As a legislative administrator, plays a critical role in the decision-making process of the local legislature. Prepares Council agendas, verifies legal notices have been posted or published, and completes necessary arrangements to ensure an effective meeting, and records decisions.
- ⦿ As a records manager, oversees preservation and protection of public records. Required to maintain and index minutes, ordinances, and resolutions adopted by the legislative body. Ensures other records are accessible to the public.
- ⦿ As an elections official, administers federal, state, and local procedures through which local government representatives are selected. Helps candidate meet their legal responsibilities before, during, and after an election.

RECOMMENDATIONS

2	OBSERVATION	The City Clerk’s fiduciary activities are labor-intensive and often overlap with the Financial Services Department’s role.
	RECOMMENDATION	<p>Delegate all Clerk-assigned financial responsibilities to the Financial Services Department and eliminate the financial education requirements from the Charter.</p> <p><u>OR</u></p> <p>Transition the Clerk’s role to serve as a strategic function within the City by assuming an oversight role over expenditure functions, including conducting activities such as approval of policies and procedures, journal entry review, and expenditure analysis to identify irregular transactions.</p>

Many of the Clerk’s Charter-assigned financial duties are completed by the Financial Services Department with detailed review from the Clerk. For example, the Financial Services Department maintains the City’s accounting system, manages expenditures and disbursements in accordance with budget appropriations, inventories properties, and conducts annual financial reporting. According to best practice, these activities should be conducted by the Financial Services Department due to the combined skills, training, and expertise of employees in the Department. However, the City has not documented the delegation of these tasks in code or policy, which results in heightened liability risk and potential confusion regarding roles, responsibilities, and levels of authority.

According to the State of California Government Code, cities that choose to delegate the clerk’s fiduciary responsibilities to a Finance Department should do so formally in municipal code. This provides greater stability in financial operations, while still allowing for flexibility within the City to adapt over time and organize its departments in a manner that supports efficient operations. Therefore, the City of Redondo Beach should adopt a resolution to establish the Financial Services Department in municipal code. The resolution should define the Department’s powers and duties as encompassing the Clerk’s Charter-established financial duties. Appendix A includes sample municipal codes that delegate financial functions from peer cities. The City Clerk currently operates at a tactical level with respect to several



financial activities. For example, the Clerk reviews all expenditures, such as bill payments and payroll, after they have been posted by the Financial Services Department. This type of review can be very time-consuming and overly detail-oriented for an elected official to realistically perform on a regular basis. Due to the scope of the Clerk's other duties and the role of leadership in well-functioning organizations, the Clerk should either transition to operating at a strategic level or delegate all financial activities to the Financial Services Department.

If the City chooses to more closely align with best practices by removing the Clerk's financial duties altogether, it should adopt a resolution stating that the full scope of the officer's financial duties is delegated to the Financial Services Department. Additionally, because the Clerk would no longer participate in financial activities, the financial education requirements currently included in the City Charter would be unnecessarily restrictive and should therefore be removed through a Charter amendment. This change would align the City with common and best practices by freeing up the Clerk to focus on other duties such as legislative relations, public records, and elections.

However, if the City chooses to maintain the Clerk's involvement in financial activities, the office's role should transition to serve in an oversight function. To enable appropriate oversight, the Clerk should review and approve operational policies and procedures that establish internal controls over expenditures, inventories, and financial reporting requirements. As a component of financial reporting policies, the Clerk and Financial Services Department should agree on what financial reports should be provided for the Clerk's review on a regular basis. Reports should include, but are not limited to:

- **Expenditure analysis:** This report is designed to help monitor spending by department and identify irregular transactions.
- **Vendor change report:** This report can be used to verify vendor changes and protect the City from erroneous or unauthorized changes.

In addition to these reports, the Clerk should continue to have read-only access to the City's financial system to review journal entries.

C. TREASURER ROLES AND RESPONSIBILITIES

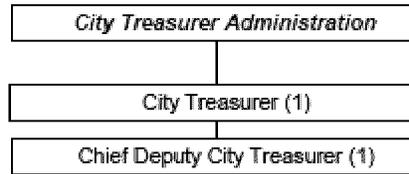
OVERVIEW

The Treasurer's Department is responsible for the custody and investment management of City funds in accordance with State Law, City Charter, and City Investment Policy. Departmental responsibilities, which were updated as part of a 2014 Charter amendment initiated by the Treasurer, include Treasury administration and investment management services, tax administration and internal support services, administration and review of general tax operating revenues, and operating budget and capital improvement program cash flow management services. The amendment also established broader auditing authority over the Finance Department, which conducts revenue collection.

The Treasurer's Department also develops monthly and quarterly reports of all cash receipts and investment positions, reviews the comprehensive statement of investment policy annually, provides oversight of all entities bond proceeds, provides administrative support and internal review of various operational functions, and implements various best management practice enhancing both departmental productivity and operating revenue, thereby strengthening the City's general operating revenue base.



The Redondo Beach Treasurer is a part-time position with fiduciary and personal liability over the stewardship of City funds. The City Treasurer is supported by one FTE.



ROLES AND RESPONSIBILITIES

The following table outlines the Charter-defined roles and responsibilities of the City Treasurer, the activities conducted by the Department, and collaboration with other departments.

CHARTER-ASSIGNED ROLES AND RESPONSIBILITIES	ACTIVITIES	COLLABORATION WITH OTHER DEPARTMENTS
Receive and have custody of all moneys collected by the City from any source.	The City Treasurer informally delegated the receipt and custody of City funds to the Finance Services Department, but still maintains some oversight through reports.	The Finance Services Department reports Transient Occupancy Tax and Franchise Revenue to the City Treasurer.
Deposit all moneys received in such depositories as may be designated by resolution of the City Council.	The City Treasurer informally delegated the deposit of City funds into accounts to the Financial Services Department.	The Financial Services Department deposits City funds.
Disburse moneys on demands properly audited and approved in the manner provided for in this Charter or by ordinance or the City of Redondo Beach.	The City Treasurer ensures funds are available to pay the City's bills.	The Financial Services Department manages Accounts Payable. Payments are approved by the City Manager, Clerk, and Council.
Prepare and submit to the City Clerk monthly written reports of all receipts, disbursements, and funds balances, copies of which reports shall be filed with the City Manager.	City departments have access to the City's financial system to access information on receipts, disbursements, and fund balances.	The Financial Services Department provides City departments with access to the financial system.
Prepare and submit to the City Manager monthly reports as to the failure of any department heads, officers and/or employees within the City failing to promptly turn over moneys to the Treasurer as required by the Charter or by ordinances of said city and have the authority to audit all moneys collected by the City from any source in order to prepare these monthly reports.	Conducted as needed.	Develops reports in collaboration with the City Manager, when necessary.
Collect City taxes and license fees.	The City Treasurer informally delegated the collection of City taxes and license fees to the Financial Services Department.	The Financial Services Department collects and deposits City taxes and license fees.



CHARTER-ASSIGNED ROLES AND RESPONSIBILITIES	ACTIVITIES	COLLABORATION WITH OTHER DEPARTMENTS
Invest and reinvest funds according to State law; provided, however, that the City Council may adopt investment guidelines by resolution.	The City Treasurer has established an investment policy and invests City funds accordingly.	The City Treasurer provides quarterly investment reports to the City Council.

BEST PRACTICES

Most City Treasurers traditionally conduct the following activities, depending on authorizing legislation, city size and structure, and other city departments:

- Receivables management
- Payables management
- Forecasting cash
- Investments
- Arranging short and long-term financing
- Managing assets and liabilities
- Bank relationship management

Often, Treasurers' primary activities focus on investment management, revenue forecasting, and bank relationship management. Over time, this role should evolve to become increasingly strategic by streamlining processes, gaining efficiencies, aligning forecasting and revenue with city goals, and otherwise adding value beyond the traditional core functions. In many cities, the Chief Financial Officer is also appointed the Treasurer.

According to the Government Finance Officers Association (GFOA), the responsibilities of the Treasurer should be clearly described in the City Charter and local ordinances.⁵ These responsibilities typically include development of written policies and procedures covering collection activities, training of staff, public relations, and prudent handling of the public's money. City Treasurers ensure that employees who collect revenue on behalf of the City utilize appropriate cash handling practices and provide for a strong system of internal controls to protect city funds. Therefore, it is important that cities establish and regularly review appropriate cash handling policies, financial directives, and a comprehensive revenue manual to provide staff guidance and communicate expectations over the administration of city revenues. The City Treasurer should review and approve the policies, while the department or unit conducting the activities on a day-to-day basis should have ownership over their content. The policies should include internal controls and management of key functions such as collection of taxes and revenues, deposit of receipts, enforcement of tax and revenue laws, and evaluation of the revenue collection function, as well as reports that should be provided to elected officials and key employees, such as the City Manager.

Because Treasurers' roles are typically more strategic than tactical, but they retain fiduciary and personal responsibility over city funds, a portion of their time should be dedicated to reviewing and auditing

⁵ Revenue collection administration for smaller governments, GFOA (<http://www.gfoa.org/revenue-collection-administration-guide-smaller-governments>)



certain key activities to reduce the risk of loss, theft, or misappropriation of funds. Typical areas for Treasurers to audit include:

- Revenue variances, including a detailed review of a predefined criteria such as 10% above or below prior year amounts or projected revenues. This process should also require documented evidence for variances that are investigated.
- Bank account reconciliations, which should occur on a monthly basis by employees in the Financial Services Department. A sample of the documentation accompanying these reconciliations should be reviewed by the Treasurer to verify that they are being completed timely and accurately.
- Daily report on collections and bank deposit slips.
- Internal review for major tax-based operating revenue sources, such as property taxes, utility taxes, sales tax, transient occupancy tax, franchise fees, and investment income.

According to the State of California Government Code,⁶ the City Treasurer does not have to be an elected or separate position. Many cities combine the role of City Treasurer with the Chief Financial Officer position to increase organizational efficiency.

RECOMMENDATIONS

3	OBSERVATION	The City Treasurer’s assigned duties are largely completed by the Financial Services Department, which is best practice but has not been formally established as a component of the Department’s role.
	RECOMMENDATION	Formally delegate authority over the Treasurer’s fiduciary activities to the Financial Services Department including defined regular, standardized financial reporting.

In accordance with best practices, the City Treasurer’s financial duties are largely completed by the Financial Services Department with oversight from the Treasurer. For example, the Financial Services Department collects revenue on behalf of the City and provides associated reports to the Treasurer for review and analysis. However, delegation of revenue collection has not been formally delegated to the Financial Services Department in municipal code or City policy. Without formalized, documented delegation of authority and responsibility to the Financial Services Department, there may be confusion regarding roles and responsibilities, exposing the City to heightened risk.

The City should adopt an ordinance that establishes a Financial Services Department in municipal code and defines its powers and duties as encompassing the Treasurer’s Charter-established financial duties. These duties are best suited for the Finance Department, due to its suite of skills, abilities, and resources. Independence and auditing authority within the Treasurer’s office increases oversight of City revenue, providing additional protection of public funds. Appendix A includes sample municipal codes demonstrating the delegation of financial functions from peer cities.

⁶ California Government Code: Title 4, Division 3, Part 3., Chapter 2 [41001-41007]



4 OBSERVATION	The City Treasurer's role largely serves in a financial oversight capacity, although it has not established regular reporting requirements to support this role.
RECOMMENDATION	Establish auditing functions to ensure oversight of revenue collection and administration, including revenue variances, bank account reconciliations, collection reports, and revenue-source specific transactions.

The City Treasurer has adjusted the role to operate at a strategic rather than tactical level, in alignment with best practices. A 2014 charter amendment initiated by the Treasurer provided the Treasurer's office broader auditing authority over revenue collection. However, the Treasurer and Financial Services Department have not established regular financial reporting that would enable the office to appropriately fill this role. In order to provide adequate oversight, the Treasurer should receive standardized financial reports and analyze them to identify irregularities or significant changes worthy of additional inquiry. Examples of financial reports that the Treasurer should receive on a regular basis include, but are not limited to, the following:

- **Revenue variance reports:** This report should detail year-over-year trends and budget-to-actual revenue amounts to monitor revenue and identify discrepancies.
- **Bank deposit summary report:** In addition to the daily report on collections, the Treasurer should receive an electronic copy of the bank deposit summaries or bank statement to verify that posted amounts are consistent with collection reports.
- **Bank reconciliation completion:** Financial Services staff should reconcile bank accounts on a monthly basis to ensure proper accounting of funds. The Treasurer should receive notice of the completion of this activity to ensure that these reconciliations occur and differences are handled appropriately.
- **Daily report on collections:** This report demonstrates how much revenue was collected, in the City as a whole and by division, each day. The Treasurer should receive this report on a weekly basis to evaluate consistency with operations.

These reports provide the Treasurer with an understanding of the City's revenue trends, allowing for identification of anomalies that may indicate erroneous or unauthorized collection activity.

In addition to reviewing and analyzing these reports, the Treasurer should also approve policies and procedures over revenue collection to ensure the Financial Services Department operates with proper internal controls.

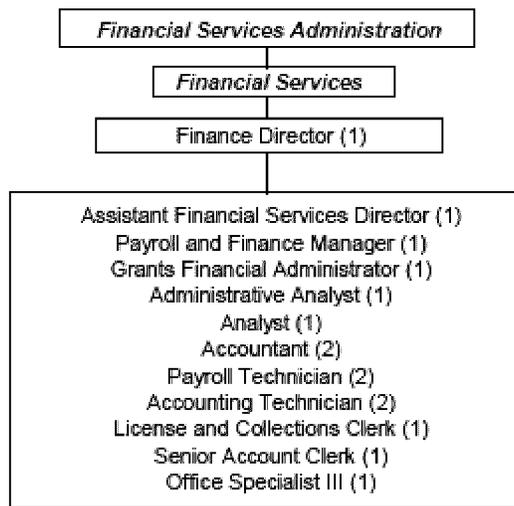
D. FINANCIAL SERVICES DEPARTMENT ROLES AND RESPONSIBILITIES

OVERVIEW

The Financial Services Department provides fiscal and administrative support to internal and external City customers. Services provided include accounting, budgeting, financial analysis, licensing, cashiering, and purchasing.



The Financial Services Department has 15 FTEs and is led by a Finance Director, who has fiduciary and personal liability over City funds.



ROLES AND RESPONSIBILITIES

The Financial Services Department is not established by the City Charter or municipal code; therefore, its roles and responsibilities are not formally defined outside of the Finance Director’s job description.⁷ Much of the Financial Services Department’s work has been informally delegated to the Department over time. As a result, the Department conducts the City’s financial transactions and provides reports to elected officials, but does not have formal authority or agreements in place to define their roles and responsibilities.

BEST PRACTICES

According to best practices, Finance Departments should be centralized, integrated, and full-service, with formal delegation of authority and responsibilities to conduct transactions on behalf of the city and its officials. Often, the financial duties assigned by State Laws and City Charters to the Clerk and Treasurer are delegated to the Director of Finance with the approval of the City Council. This practice depends on the size of the Clerk and Treasurer’s offices, which require fewer resources as more core activities are centralized. With this delegation, the Clerk and Treasurer oversee specific activities within the Financial Services Department. To facilitate elected official oversight, the Financial Services Department generates reports outlining key activities and establishing a strong internal controls environment to protect city funds from waste and abuse.

Examples of typical Finance Department activities include:

- Preparing and compiling the City budget, completed in cooperation with the City Manager.
- Issuing other financial planning documents, such as a midyear report, to the Council regarding the state of finances and comparing year-to-date totals to the adopted budget.

⁷ <https://www.redondo.org/civicax/filebank/blobdload.aspx?BlobID=11858>



- Maintaining financial records in conformity with GAAP and in compliance with state and federal laws.
- Preparing the CAFR.
- Collecting revenues and taxes, including review of policies and trends to identify need for new revenue and potential adjustments to meet evolving conditions.
- Purchasing and expense processing, including facilitating the procurement process and reviewing city expenditures.

RECOMMENDATIONS

5	OBSERVATION	The Financial Services Department conducts the day-to-day activities of cash handling and revenue collection, although the Department has not been established in the municipal code or delegated the authority to conduct financial activities.
	RECOMMENDATION	Adopt a resolution to establish the Financial Services Department in municipal code and defines its powers and duties as inclusive of tactical financial operations.

Similar to other cities, the Financial Services Department conducts financial transactions on behalf of the Clerk and Treasurer. However, the Department has not been formally established in the City’s municipal code or delegated the authority to conduct financial activities. As noted previously, the City should formally establish the Financial Services Department and outline its powers and duties to encompass the tactical operations of financial management in the City. The adopted code should formally delegate financial activities from the Clerk and Treasurer to the Department, similar to the examples included in Appendix A.

6	OBSERVATION	The City Clerk, City Treasurer, and Financial Services Department have not specified comprehensive reporting requirements to enable each function to complete their appropriate activities.
	RECOMMENDATION	Collaborate with the City Clerk and City Treasurer to develop reports that provide sufficient information that ensures oversight and fulfillment of roles and responsibilities identified in the City Charter and municipal code.

Although the Financial Services Department conducts financial activities on behalf of the Clerk and Treasurer, the elected officials may retain oversight of revenues and expenditures. Therefore, the Financial Services Department Director should collaborate with the Clerk and Treasurer to identify potential financial reports that are necessary to demonstrate compliance with City policy and alert officials to concerns in a timely manner. Reports that should be considered are included in Recommendations #2 and #4 Depending on the City’s financial system and particular areas of focus, additional financial reports should also be considered.



APPENDIX A: SAMPLE CHARTERS AND MUNICIPAL CODES

MANHATTAN BEACH⁸

MUNICIPAL CODE

2.16.010 - Office of Director of Finance established.

In order to establish a central area for the uniform processing and development of all fiscal and budgetary functions there is hereby established the office of Director of Finance.

2.16.020 - Duties of Director of Finance.

The Director of Finance shall be the head of the Finance Department of the City and shall be vested and charged with the following duties and responsibilities:

- A. Have charge of the administration of the financial affairs of the City under the direction of the City Manager;
- B. Compile the budget expense and income estimates for the City Manager;
- C. Maintain a general accounting system for the City government and each of its offices, departments, and agencies;
- D. Supervise and be responsible for the disbursement of all moneys and have control of all expenditures to insure that budget appropriations are not exceeded; audit all purchase orders before issuance; audit and approve before payment all bills, invoices, payrolls, demands or charges against the City government and, with the advice of the City Attorney, when necessary, determine the regularity, legality and correctness of such claims, demands or charges;
- E. Submit to the Council, through the City Manager, a monthly statement of all receipt and disbursements in sufficient detail to show the exact financial condition of the City; and, as of the end of each fiscal year, submit a complete financial statement and report;
- F. Supervise the keeping of current inventories of all property of the City by all City departments, offices and agencies;
- G. Perform all the financial and accounting duties heretofore imposed upon the City Clerk, relieving the City Clerk of such duties, including all duties imposed upon the City Clerk by Article 1 of Chapter 4, Part 2, Division 3, Title 4, and by Sections 40802 through 40805 of the Government Code of the State; and
- H. Perform such other duties as may be imposed upon him by law and as the City Manager may direct from time to time.

⁸ Manhattan Beach is a general law city, and therefore does not have a City Charter.



2.16.030 - Duties of the Finance Department.

The Finance Department shall perform such additional duties and functions as may be hereafter prescribed or required by the Council or the City Manager.

2.16.040 - Delegation of powers.

The Director of Finance shall be directed by the City Manager and shall be the chief finance official of the City. With the approval of the City Manager the Director of Finance may delegate any of the powers and duties conferred upon him as such officer under this chapter to any other officer or employee of the City. The Director of Finance shall:

- A. Supervise the Finance Department under the direction and control of the City Manager; and
- B. Cooperate with the City Treasurer and all other officials of the City in establishing and maintaining sufficient and satisfactory procedures and controls over municipal revenues and expenditures in all departments, divisions and services of the City in accordance with modern municipal finance administration practice.

2.16.050 - Transfer of City Clerk's duties.

In accordance with the provisions of Section 40804.5 of the Government Code of the State, the financial and accounting duties imposed upon the City Clerk under Sections 40802 through 40805 of the Government Code are hereby transferred to the Director of Finance.

2.16.080 - Transfer of Mayor's duties.

In accordance with the provisions of Section 40602 (a) of the Government Code of the State (as amended, Stats. 1955), all warrants drawn on the City Treasurer shall be signed by the Director of Finance or his authorized deputy.

SANTA MONICA

CITY CHARTER

707. City Clerk. Powers and duties.

The City Clerk shall have power and be required to:

- A. Attend all meetings of the City Council and record and maintain a full and true record of all of the proceedings of the City Council in books that shall bear appropriate titles and be devoted to such purposes. Such books shall have a general index sufficiently comprehensive to enable a person readily to ascertain matters contained therein;
- B. Maintain ordinance and resolution books into which shall be recorded all City ordinances and resolutions with the certificate of the Clerk annexed to each thereof stating the same to be a correct copy, giving the number of said ordinance or resolution and, as to an ordinance requiring publication, stating that the same has been published or posted in accordance with this Charter.



- C. Be the custodian of the seal of the City;
- D. Administer oaths or affirmations, take affidavits and depositions pertaining to the affairs and business of the City and certify copies of its official records;
- E. Appoint and remove all assistants and other persons as are authorized to be employed in the office by the City Council, with the position of the Assistant City Clerk not being in the Classified Service of the City, unless the City Council by resolution determines otherwise. All other positions in the City Clerk's office shall not be in the Classified Service of the City unless the City Council by resolution determines otherwise; and
- F. Perform such other tasks as the City Council shall direct by ordinance or resolution.

709. City Controller. Powers and duties.

The City Controller shall have charge of the administration of the financial affairs of the City and shall have the power and be required to:

- A. Compile the budget expense and capital estimates for the City Manager;
- B. Supervise and be responsible for the disbursement of all monies and have control over all expenditures to insure that budget appropriations are not exceeded;
- C. Maintain a general accounting system for the City government and each of its offices, departments and agencies; keep books for and prescribe the financial forms to be used by each office, department and agency;
- D. Require and supervise the keeping of, current inventories of all property, real and personal, by the respective officers in charge thereof and periodically to audit the same;
- E. Submit to the City Council, through the City Manager, a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the City; and, as of the end of each fiscal year, submit a complete financial statement and report; and
- F. Audit and approve before payment all bills, invoices, payrolls, demands or charges against the City government and, with the advice of the City Attorney, determine the regularity, legality and correctness of such claims, demands or charges.

711. City Treasurer. Powers and duties.

The City Treasurer shall be the custodian of all public funds belonging to or under control of the City, or of any office, department or agency thereof, and shall have power and be required to:

- A. Receive and have custody of all moneys receivable by the City from any source;
- B. Deposit all moneys received in such depositories as may be designated by resolution of the City Council or, if no resolution be adopted, by the City Manager, and in compliance with all of the provisions of the State Constitution and laws of the State governing the handling, depositing and securing of public funds.
- C. Disburse moneys on demands properly audited in the manner provided for in this Charter; and



- D. Prepare and submit to the City Controller monthly written reports of all receipts, disbursements and fund balances, copies of which reports shall be filed with the City Manager.

MUNICIPAL CODE

2.12.250 Finance Department.

Pursuant to Section 702 of the City Charter, there is hereby created a department in the City government to be known as the Finance Department. Within the Finance Department shall be the City Controller, the City Treasurer, and the Purchasing Division.

2.12.260 Department head and duties.

- A. The head of the Finance Department shall be the Director of Finance who shall be appointed by the City Manager. The Director of Finance, who shall also be the City Controller, shall coordinate and supervise all activities of the Finance Department. The Director of Finance shall have the authority to settle tax, fee or other accounts payable disputes by reducing or waiving amounts due or establishing payment plans, if such payment plans, reduction or waiver serves to promote the City's fiscal welfare by expeditious payment, enhancing revenue, or otherwise.
- B. The Director of Finance is authorized to waive tax, fee or debt principal owed to the City only when such tax, fee or debt is deemed uncollectable consistent with the following provisions:
 - 1) All reasonable efforts have been made to collect the tax, fee or debt.
 - 2) The waiver is in the public's interest and will not cause undue harm to the City's fiscal welfare.
 - 3) The amount to be waived does not exceed fifty thousand dollars per account.
 - 4) The waiver of any tax, fee or debt principal is not for the purpose of settling a legal dispute, except where collection is clearly foreclosed by statute of limitations as determined by the City Attorney.
- C. The Finance Director may publish and make available as a matter of public record a list of the largest tax delinquencies and their associated taxpayers, where all of the following apply:
 - 1) The tax delinquency is in excess of five thousand dollars.
 - 2) The tax has been delinquent for more than ninety days.
 - 3) The taxpayer is not on an approved payment plan or filed for such payment plan which is under review.
 - 4) The Finance Director may publish and make available as a matter of public record a list of the businesses that are operating without a license and have failed to apply for or renew a business license.



2.12.270 City Clerk title and responsibilities.

- A. The City Clerk shall at all times be referred to as the Director of Records and Election Services. For purposes of this Code, the titles are interchangeable and the Director of Records and Election Services shall have the same duties as the City Clerk.
- B. In addition to the duties set forth in Charter Section 707, the City Clerk shall have power and be required to:
 - 1) Direct, plan and manage the activities of the Records and Election Services Department;
 - 2) Maintain the City's legislative history of action taken by the City Council, the Housing Authority, the Parking Authority, the Redevelopment Agency and the Public Finance Authority;
 - 3) Administer municipal elections in accordance with Section 11.04.055;
 - 4) Ensure compliance with the Political Reform Act in accordance with Section 11.04.055;
 - 5) Prepare the City Council agendas and minutes;
 - 6) Direct the operation of the City's Mail Room and Print Shop;
 - 7) Administer the City's Record Management Program;
 - 8) Attest to the execution by the City Manager of all conveyances, contracts and agreements executed by the City Manager pursuant to the provisions of Section 2.32.030;
 - 9) Have charge of the City Seal in accordance with Section 2.32.020(b).

PASADENA

CITY CHARTER

Section 604. - Powers and Duties of City Manager.

The administrative and executive functions, powers, and duties provided in this Section, in addition to others specified in this Charter, hereby are delegated to and vested in the City Manager. He or she shall have the power and it shall be his or her duty:

- A. To supervise, coordinate and administer the various functions of the City;
- B. To see that the provisions of this Charter and all laws and ordinances of the City are enforced;
- C. To appoint, promote, discipline and terminate the employment of all officers and employees of the City in accordance with the personnel system created pursuant to this Charter except those officers appointed by the City Council, which officers shall have the power to appoint their respective staffs;



- D. To exercise supervision and control over all departments, divisions, and offices of the City except the City Attorney, City Prosecutor, and City Clerk, and their respective staffs;
- E. Except when his or her removal is under discussion, to attend all meetings of the City Council, but he or she shall have no power to vote as a member thereof;
- F. To recommend to the City Council for adoption such measures and ordinances as he or she shall deem necessary or expedient;
- G. To see that all terms and conditions imposed in favor of the City or its inhabitants in any contract or in any franchise are faithfully kept and performed, and upon knowledge of any violation thereof to call the same to the attention of the City Attorney, whose duty it shall be to take such steps as are necessary to protect and enforce such terms and conditions;
- H. To prepare and submit to the City Council the annual budget;
- I. To keep the City Council at all times fully advised as to the financial condition and needs of the City; and
- J. It shall be competent for the City Council to instruct the City Manager in all matters of policy, and any action, determination or omission of the City Manager shall be subject to review by the City Council, but no such action, determination or omission shall be overruled or modified by a vote of less than five members thereof, nor shall any otherwise valid contract previously made by the City Manager be subject to review.

Section 902. - Preparation of Budget.

No later than February of each year, the Mayor shall present a thematic budget message for the upcoming fiscal year to the City Council. The City Council shall establish procedures whereby public suggestions and comments on the Mayor's budget proposals may be received and considered prior to the preparation and submission of budget estimates by the Departments to the City Manager.

On or before the third Monday in May of each year, the City Manager shall submit to the City Council a preliminary budget of probable expenditures and revenues of the City for the succeeding fiscal year, giving the amounts required to meet the interest and sinking funds for all outstanding funded debts, the amounts required for salaries and the needs of all departments and programs of the municipal government in detail, showing specifically the amount necessary to be apportioned to each fund in the treasury, and giving the estimated income and revenue to be obtained from all sources, indicating the revenue separately for each source.

Section 904. - Adoption of the Budget After Hearing.

After the conclusion of the public hearing, the City Council shall consider the proposed budget and make any revisions that it may deem advisable. The City Council shall annually, on or before the thirtieth day of June, adopt a budget of the amounts estimated to be required to pay the expenses of conducting the public business of the City for the fiscal year. The budget shall be prepared in such detail as to the aggregate sum and the items or programs thereof allowed to each department, office, agency, board, commission or committee as the City Council may determine. The budget may include an "unappropriated balance" which shall be appropriated during the fiscal year to meet contingencies and



needs as they arise. A copy of the budget, certified by the City Clerk as having been adopted by the City Council, shall be placed on file in the office of the City Clerk and shall be available for public inspection. Another copy, likewise certified, shall be filed with the Director of Finance. Copies of the budget shall be made available for the use of each department, office, agency, board, commission and committee of the City.

MUNICIPAL CODE

2.35.010 - Created—Direction.

There is created, pursuant to the Charter, a functional unit of city government known as the city clerk's department which shall be under the direction and control of the city clerk.

2.35.020 - City clerk—Functions, powers and duties.

The city clerk shall:

- A. Attend all meetings of the city council and shall prepare the minutes of such proceedings;
- B. Have custody of and be responsible for the city seal and all books, records, papers and archives belonging to the city committed to the clerk's custody;
- C. Prepare and maintain an index of all records in the clerk's custody;
- D. Administer and supervise the city's records management program;
- E. Administer and supervise all municipal elections;
- F. Administer all oaths and take affidavits in matters relating to city business;
- G. Administer and supervise the publication of legal notices and ordinances of the city;
- H. Attest the signatures of city officers on documents that have been executed as authorized by resolution, ordinance or statute;
- I. Perform such other duties relating to the office as shall be required of him/her by law, ordinance or the city council.

2.275.010 - Created—Direction.

There is created a functional unit of city government known as the finance department, under the general administration of the city manager, which shall be under the direction and control of the director of finance.

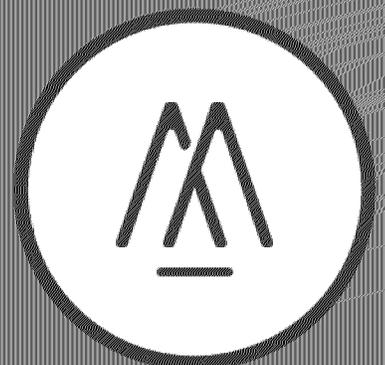
2.275.020 - Department functions.

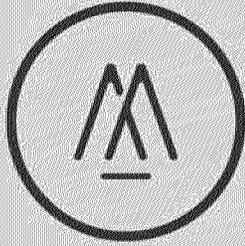
The department shall be responsible for providing the following functions:

- A. Establish and administer a centralized system of financial administration for the city, including activities relating to accounting, budgeting and auditing as required by the city manager and subject to the limitation of the Charter;



- B. Issue business licenses and permits and administer related matters;
- C. Administer the treasury of the city;
- D. Issue and collect bills for the electric, water and refuse utilities and for various other city services as required;
- E. Administer and supervise the issuance of bonds, certificates of participation, and other financial instruments of the city, community development commission, and various authorities established by the city;
- F. Administer the city's workers' compensation program;
- G. Provide safety and loss control services;
- H. Manage the city's property and liability insurance;
- I. Manage and adjust liability claims;
- J. Perform such other related duties as shall be required by law, ordinance or the city manager.





MOSS ADAMS

FINAL REPORT

FOR

CITY OF REDONDO BEACH

**Roles and Responsibilities Review:
Human Resources and Payroll**

January 14, 2019

Moss Adams LLP
999 Third Avenue, Suite 2800
Seattle, WA 98104
(206) 302-6500



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I. EXECUTIVE SUMMARY

A. SCOPE AND METHODOLOGY

The purpose of this review was to provide an independent assessment of the roles and responsibilities of the City of Redondo Beach’s (the City) Human Resources (HR) Department and the Payroll Division of the Financial Services Department. The focus of the assessment was to identify any potential for increased risk in the payroll cycle as fewer duties are able to be segregated among different personnel.

This review was conducted in four phases: 1) startup/management, 2) fact finding, 3) analysis, and 4) reporting. During the fact finding phase, we interviewed the Payroll and Finance Manager, Human Resources Director, and Human Resources Analyst and reviewed key documents to obtain an understanding of the payroll process. Additionally, we performed an analysis to compare Redondo Beach’s circumstances against best practices. Following analysis of the information provided, a draft report was reviewed with City leadership to validate facts and confirm the practicality of recommendations.

This roles and responsibilities review engagement was performed in accordance with the consultancy standards of the American Institute of Certified Public Accountants (AICPA). Accordingly, we provide no opinion, attestation, or other form of assurance with respect to our work.

B. OBSERVATIONS AND RECOMMENDATIONS

The current improvement opportunities identified during our roles and responsibility review relate to a lack of segregation of duties between payroll authorization and processing, as well as roles and responsibilities related to the maintenance of pay codes. Additionally, we noted opportunities for operational improvements related to the Munis system and payroll policies and procedures.

The following table summarizes recommendations to better align Redondo Beach with best practices.

OBSERVATIONS AND RECOMMENDATIONS		
1	Observation	Due to current staffing levels, electronic employee file changes performed by HR staff are not consistently reviewed by a person other than the individual performing the change, thereby increasing risk of errors from being prevented or detected in the payroll process.
	Recommendation	Establish alternate policies and procedures to ensure all compensation and benefits records are accurate and properly maintained during times of limited staff.
2	Observation	There is a lack of segregation of duties between payroll authorization and payroll review responsibilities.
	Recommendation	Revise system controls to reduce the risk of unauthorized payroll-related changes to employee files.
3	Observation	The creation and assignment of pay codes is the sole responsibility of HR.
	Recommendations	The creation and assignment of pay codes should be a collaborative engagement between the Payroll Division and HR Department.



OBSERVATIONS AND RECOMMENDATIONS		
4	Observation	The Munis system is not set up to limit the accumulation of banked hours in accordance with HR's policies, resulting in employees banking hours in excess of permitted limits.
	Recommendations	As of November 30, 2018, the condition was corrected through configuring the Munis system to perform an accrual buyout function.



II. BACKGROUND, SCOPE, AND METHODOLOGY

A. BACKGROUND

The City of Redondo Beach's (the City) payroll cycle is a coordinated effort between the Human Resources (HR) and Financial Services Departments. Many of the payroll-related activities are stemmed from HR's employee data, as HR is responsible for administering employee personnel transactions and inputting all payroll-related data and changes into the MUNIS system. The Payroll Division within the Finance Services Department is responsible for processing payroll based on the information in the MUNIS system, as well as reporting taxes to CalPERS, State, and Federal taxing authorities.

A one-year savings was proposed in the fiscal year (FY) 2018-19 budget, which resulted in the authorization of a Human Resources Office Specialist III position and a Payroll Technician position, but the positions were not filled or funded in order to cover budget shortfalls in the current fiscal year. As a result, there is concern for increased potential risk in the payroll cycle as fewer duties are able to be segregated among different personnel.

B. SCOPE AND METHODOLOGY

This review was designed to provide an independent assessment of the roles and responsibilities of the City's HR Department and Payroll Division of the Financial Services Department. This review was conducted between September and November 2018 and consisted of four phases:

1. **Startup/Management:** We conducted a kickoff meeting with the City's Finance Director to review expectations and discuss the overall project scope, logistics, deliverables, timing, and progress reporting requirements.
2. **Fact Finding:** Our procedures during the fact finding phase included the following:
 - a. **Interviews:** We conducted interviews and follow up inquiries with the Payroll and Finance Manager, Human Resources Director, and Human Resources Analyst. These interviews assisted us in gaining an understanding of each person's perspective of the current operational and organizational environment, strengths, and opportunities for improvement.
 - b. **Process Walkthrough:** We had City staff walk us step-by-step through processes associated with core functions being performed in the payroll cycle.
 - c. **Document Review:** We reviewed relevant documentation to obtain an understanding of the operational and organizational environment and to corroborate facts learned during interviews.
3. **Analysis:** Based on findings, we evaluated each opportunity for improvement against best practices.
4. **Reporting:** Following analysis of the information provided, a draft report was reviewed with City leadership to validate facts and confirm the practicality of recommendations.

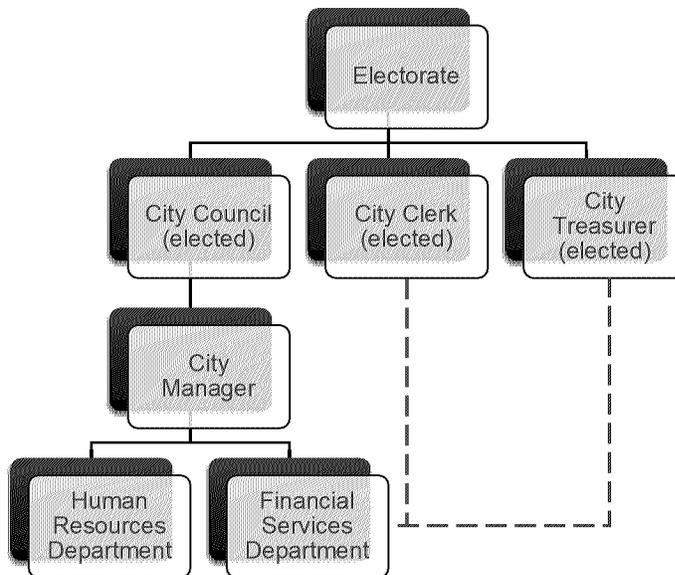


III. ROLES AND RESPONSIBILITIES ANALYSIS

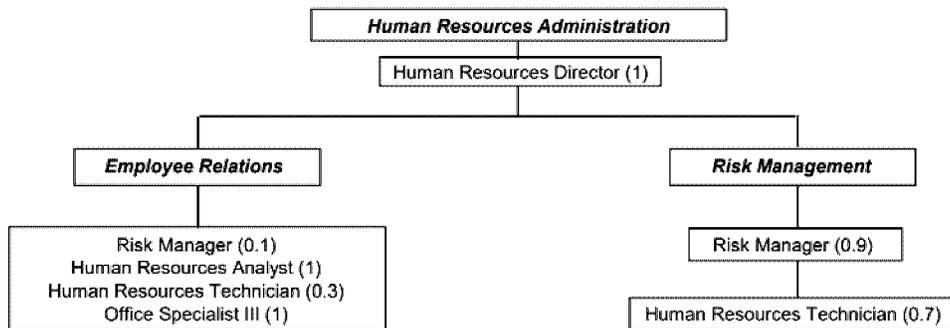
A. FRAMEWORK AND STRUCTURE

EXISTING STRUCTURE

The City’s current structure between the Financial Services and HR Departments is depicted in the organization chart below. Both departments report to the City Manager, as is typical in most municipalities, although the Financial Services Department is closely aligned with the City Clerk and City Treasurer, as identified in the City’s charter.

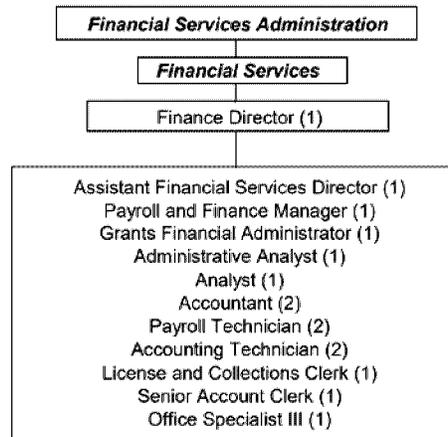


The HR Department has five full-time staff which have been tasked with fulfilling the department’s duties. The Human Resources team consists of a Human Resources Director, Human Resources Analyst, Human Resources Technician, Risk Manager, and Office Specialist III. Of this team, payroll related duties are primarily shared among the HR Technician and Office Specialist, with support provided by other members of the team where needed.





The Payroll Division has three full-time staff which have been tasked with fulfilling the division’s payroll duties. The Payroll Division consists of a Payroll and Finance Manager and two Payroll Technicians.



B. PAYROLL CYCLE

CITY OF REDONDO BEACH PAYROLL PROCESS

HUMAN RESOURCES DEPARTMENT

The Human Resources Department supports the payroll process through the following functions/processes:

1. Administering job classifications, employment terms, and benefits such as compensation rates, pension, vacations, and insurance.
2. Processing changes to employee status, compensation, and benefits records. This includes administering employee personnel transactions and inputting all payroll changes associated with new hires, Memorandum of Agreement (MOU) changes, employee performance evaluations, benefit modifications, or other HR-related payroll changes. HR maintains employee personnel files for approximately 800 employees.
3. Promptly and formally notifying the Payroll Division of any changes to employee status or payroll changes so payroll records can be reviewed and adjusted.

PAYROLL DIVISION

With the payroll-related data managed by the HR Department, the Payroll Division processes payroll accordingly. The process consists of the following:

1. Ensuring all City employees are paid accurately and on established pay dates in compliance with all Federal and State laws and bargaining group rules and regulations. Identifying and implementing new and different payroll requirements in accordance with new MOUs, pay plans, CalPERS mandates, or benefit adjustments are adopted.
2. Payroll Technicians review timecards/timesheets to ensure all are appropriately approved by the respective supervisor/manager. Upon satisfactory review, timekeeping data is entered into the Munis system.



3. Within Munis, the Payroll Technician generates an Edit Proof report which details all employees in the payroll register for the current run. A copy of the report is provided to the Payroll and Finance Manager, Assistant Financial Services Director and HR staff to ensure any current period changes are accurate and appropriate. Any exceptions are investigated and resolved accordingly prior to moving forward in the payroll process.
4. The Payroll and Finance Manager compiles a Payroll Change Report to identify any potential exceptions for the current pay period. Any exceptions are investigated and resolved accordingly prior to moving forward in the payroll process.
5. Upon satisfactory review of the current payroll, a payroll file is generated and uploaded to the City's bank for ACH disbursement. Upon the bank's acceptance of the file, a confirmation email is sent to the Payroll and Finance Manager and Accountant for reconciliation of the payroll amount.
6. After disbursement, the Payroll and Finance Manager proof the GL Distribution report. Upon approval, the Payroll Technician posts the payroll to the GL.

C. ROLES AND RESPONSIBILITIES REVIEW RESULTS

OVERVIEW

The following table outlines the roles and responsibilities of the Human Resources Department and Payroll Division within the payroll cycle and indicates steps where we provided observations and recommendations.

DUTIES AND RESPONSIBILITIES	OBSERVATION
Human Resources Department	
1. Administering job classifications, employment terms, and benefits such as compensation rates, pension, vacation pay, and insurance.	See Observation No. 4
2. Processing changes to employee status, compensation, and benefits records. Administering employee personnel transactions and inputting all payroll changes associated with new hires, MOU changes, employee performance evaluations, benefit modifications, or other HR-related payroll changes into the Munis system. HR maintains employee personnel files for approximately 800 employees.	See Observation No. 1 See Observation No. 2 See Observation No. 3
3. Promptly and formally notifying Payroll Division of any changes to employee status or payroll changes so payroll records can be adjusted.	No exceptions were noted.
Payroll Division	
1. Ensuring all City employees are paid accurately and on established pay dates in compliance with all Federal and State laws and bargaining group rules and regulations. Identifying and implementing new and different payroll requirements in accordance with new MOUs, pay plans, CalPERS mandates, or benefit adjustments are adopted.	See Observation No. 3
2. Payroll Technicians ensure timecards/timesheets are complete and appropriately approved by the respective supervisor/manager. Upon satisfactory review, timekeeping data is entered into the Munis system.	No exceptions were noted.
3. Within Munis, the Payroll Technician generates an Edit Proof report which details all employees in the payroll register for the current run. A copy of the report is provided to the Finance Director and HR staff to ensure any current period changes are accurate and appropriate. Any exceptions are investigated and resolved accordingly prior to moving forward in the payroll process.	No exceptions were noted.



DUTIES AND RESPONSIBILITIES	OBSERVATION
4. The Payroll and Finance Manager compiles and reviews a Payroll Change Report to identify any potential exceptions for the current pay period. Any exceptions are investigated and resolved accordingly prior to moving forward in the payroll process.	See Observation No. 2
5. Upon satisfactory review of the current payroll, a payroll file is generated and uploaded to the City's bank for ACH disbursement. Upon the bank's acceptance of the file, a confirmation email is sent to the Payroll and Finance Manager and Accountant for reconciliation of the payroll amount.	No exceptions were noted.
6. After disbursement, the Payroll and Finance Manager proof the GL Distribution report. Upon approval, the Payroll Technician posts the payroll to the GL.	No exceptions were noted.

OBSERVATIONS AND RECOMMENDATIONS

1	OBSERVATION	Due to current staffing levels, electronic employee file changes performed by HR staff are not consistently reviewed by a person other than the individual performing the change, thereby increasing risk of errors from being prevented or detected in the payroll process.
	RECOMMENDATION	Establish alternate policies and procedures to ensure all compensation and benefits records are accurate and properly maintained during times of limited staff.

Employee transaction forms are used to document employee file changes and are reviewed by HR staff to ensure accuracy and appropriateness of the respective change. However, after changes entered into Munis by HR staff, employee file changes are not reviewed by another HR staff and/or manager to ensure the file changes accurately reflect the Employee Transaction Form. We noted that insufficient staff resources are the primary cause contributing to this deficiency. The lack of secondary review from within the HR Department increases the potential for errors not being prevented or detected during the payroll process.

It is the responsibility of HR to ensure all compensation and benefits related records are accurate and properly maintained. To mitigate the risk of payroll-related errors due to inaccurate employee compensation and benefits data, HR management should establish policies and procedures for ensuring additions/changes to electronic employee files are reviewed by another HR staff for accuracy and appropriateness during times of limited staff.

As of December 8, 2018, the condition was corrected as the department implemented revised procedures to ensure reviews are performed while staffing is limited and in the future when staffing levels change. With the current staffing level, the HR Analyst will review changes made by the HR Technician and Risk Manager, while any changes made by the HR Analyst will be reviewed by the HR Technician.



2	OBSERVATION	There is a lack of segregation of duties between payroll authorization and payroll review responsibilities.
	RECOMMENDATION	Revise system controls to reduce potential risk of unauthorized payroll-related changes to employee files.

The payroll staff's (Payroll and Finance Manager and Payroll Technicians) Munis user access allows the Payroll and Finance Manager to make changes to the employee pay and deduction master files, as well as the employee direct deposit module. This degree of access provides an opportunity for an individual to perform unauthorized changes and increases risk of such changes from being detected as the same individual performs confirmation and approval duties within the payroll cycle.

To mitigate such risks, the Payroll staff's access to the noted employee HR files and modules in the Munis system should be limited to "Read/View Only," thereby reducing the opportunity for and risk of unauthorized payroll-related changes occurring. If access cannot be restricted due to limited staff, limitations of the accounting system, and/or other functions being performed within the payroll cycle, compensating controls such as a review of an audit history report should be performed by HR staff (or other appropriate staff) every pay period.

3	OBSERVATION	The creation and assignment of pay codes is the sole responsibility of HR.
	RECOMMENDATION	The creation and assignment of pay codes should be a collaborative engagement between the Payroll Division and HR Department.

HR staff have been tasked with creating and assigning pay codes to employee profiles in the Munis system. However, the payroll division has been assisting with this role as HR staff have been uncomfortable with the full responsibility of creating and assigning pay codes in the Munis system. As management of payroll codes is typically the responsibility of a payroll department, there is an increased risk of payroll errors or inaccuracy as HR staff may not have a comprehensive knowledge of how such codes can impact the administration of payroll.

In addition, the ability to perform both functions create a segregation of duties issue, as a Human Resources staff has the capability to create an unauthorized pay code and erroneously attach the pay code to a personnel file for payroll processing. Under the current process, there is sufficient opportunity for such errors from being detected because HR changes are not consistently reviewed by another individual, due to limited staff (see Observation No. 1).

To mitigate risk of pay code-related errors, the Payroll Division should be charged with the creation and maintenance of pay codes. There should be a collaborative engagement between HR and Payroll when new pay codes are created to ensure any specific or special pay terms are satisfied within the conditions of the pay code. The ability to assign pay codes to employee profiles should be restricted to HR staff. Once an employee's profile has been created, HR staff should assign the appropriate pay codes created by Payroll to the respective employee profile. Once assignment of pay codes is completed, they should be confirmed by payroll.



4	OBSERVATION	The Munis system is not set up to limit the accumulation of banked hours in accordance with HR’s policies, resulting in employees banking hours in excess of permitted limits.
	RECOMMENDATION	As of November 30, 2018, the condition was corrected through configuring the Munis system to perform an accrual buyout function.

Compensated absences are absences for which employees will be paid, such as vacation, sick leave, and other forms paid time off. Vacation leave and other compensated absences with similar characteristics are accrued as the benefits are earned by the employees. The City utilizes the Munis system to maintain the accrual bank of these leave hours for all City employees. During our interviews, employee responses indicated the Munis system is not set up to limit the accumulation of banked hours in accordance with HR’s policies, resulting in employees banking hours in excess of permitted limits.

As of November 30, 2018, the condition was corrected through configuring the Munis system to cash out any hours in excess of established limits. System generated reports are reviewed by payroll to ensure accuracy and appropriateness of employee accrual banks as well as any cash outs being performed during the current pay period.





Administrative Report

Budget and Finance Commission Date: March 14, 2019

To: BUDGET AND FINANCE COMMISSION

From: STEVEN DIELS, CITY TREASURER

Subject: CITY TREASURER'S SECOND QUARTER 2018-19 REPORT

RECOMMENDATION

Receive and file the City Treasurer's Quarter 2 Fiscal Year 2018-2019 report.

EXECUTIVE SUMMARY

This City Treasurer's report for the second quarter of fiscal year 2018-2019, details the composition of the investment portfolio and investment transactions occurring during the period of September through December of 2018. FTN Financial Main Street Advisors serves as Investment Advisor to the City Treasurer. The FTN Financial Main Street Advisor's report with this package includes a comprehensive analysis of the City's investment portfolio and investment market trends.

Notable sections of this report include:

- Treasurer's Portfolio Summary
- Investment Reporting Guidelines
- Investment Report by FTN Main Street
 - Portfolio Summary
 - Investment Policy Compliance Report
 - Investment Activity Report
 - Economic and Market Update

Item I.3 – Discussion and Possible Action Regarding Article XIX, Section 19, Public Works, Contracts on Bid Limits

Charter Review Advisory Committee

July 20, 2022

Big Picture on PW Contracting

- **Public Contract Code applies, except when it doesn't**

PCC § 1100.7 - This code is the basis of contracts between most public entities in this state and their contractors and subcontractors. With regard to charter cities, this code applies in the absence of an express exemption or a city charter provision or ordinance that conflicts with the relevant provision of this code. (*emphasis added*)

- **Opting Out in whole or in part**

- City of Oceanside – total exemption
- City of Lancaster – all but prevailing wage
- City of Redondo Beach – targeted language

Big Picture on PW Contracting

City of Oceanside

Section 301. Public Works Contracts

The City is exempt from the provisions of all California statutes regulating public contracting and purchasing except as provided by ordinance or by agreement approved by the City Council. The City shall establish all standards, procedures, rules or regulations to regulate all aspects of public contracting.

City of Lancaster

Article III - Revenue, Savings and Generation

Section 300. Public Works Contracts. Except as provided in Section 301, the City shall have the power to establish standards, procedures, rules or regulations to regulate all aspects of the bidding, award and performance of any public works contract, including, but not limited to, the compensation rates to be paid for the performance of such work.

Section 301. Prevailing Wages. Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages as provided in California Labor Code section 1770 et seq., as now existing and as may be amended, shall be paid to all workers employed on public works projects. This section shall not apply to work that is performed which is not under contract, work that is performed by the City's own forces or on work performed under a declaration of a state of emergency, pursuant to the provisions of the California Emergency Services Act, Government Code section 8550.

Section 302. Public Financing. The City shall have the power to establish standards, procedures, rules or

Targeted Language

Article XIX. General Provisions

Sec. 19. Public works, contracts.

- Every contract involving an expenditure of more than fifty thousand dollars (\$50,000.00) for public works projects, including the construction of improvements of public buildings, streets, drains, sewers, utilities, parks and playgrounds shall be let either to: (1) the lowest responsible bidder, after notice by publication in the official newspaper by one or more insertions, the first of which shall be published at least ten (10) days before the time for opening bids; or (2) the best value design-builds entity or best value design-build-operate entity responding to a request for proposals.
- Public works projects of fifty thousand dollars (\$50,000.00) or less may be let to contract by informal bid procedures as shall be set by the City Council by ordinance.
- Public works projects of fifteen thousand dollars (\$15,000.00) or less may be performed by employees of the City by force account, by negotiated contract or by purchase order.
- Staff has 3 Recommendations

Recommendation 1

- **Bid Limits & Procedures to be set by ordinance**

Public works projects, as defined by the City Council by ordinance, shall be classified according to their estimated construction value into one of three tiers. Tier classification values and procedures for procurement shall be set by the City Council by ordinance.

Every contract ~~involving an expenditure of more than fifty thousand dollars (\$50,000.00)~~ for Tier 1 public works projects, including the construction of improvements of public buildings, streets, drains, sewers, utilities, parks and playgrounds shall be let either to: (1) the lowest responsible bidder, ~~after notice by publication in the official newspaper by one or more insertions, the first of which shall be published at least ten (10) days before the time for opening bids;~~ or (2) the best value design-builds entity or best value design-build-operate entity ~~responding to a request for proposals.~~

Recommendation 1

- **Bid Limits & Procedures to be set by ordinance**

Tier 2 Public works projects ~~of fifty thousand dollars (\$50,000.00) or less~~ may be let to contract by **any of the methods described for Tier 1 projects or by** informal bid procedures as shall be set by the City Council by ordinance.

Tier 3 Public works projects ~~of fifteen thousand dollars (\$15,000.00) or less~~ may be let by **any of the methods described for Tier 1 or Tier 2 projects, or** performed by employees of the City by force account, by negotiated contract or by purchase order.

Recommendation 2

- **Public Works Projects defined by ordinance**

Public works projects, as defined by the City Council by ordinance, shall be classified according to their estimated construction value into one of three tiers. Tier classification values and procedures for procurement shall be set by the City Council by ordinance.

Every contract involving an expenditure of more than fifty thousand dollars (\$50,000.00) for public works projects, ~~including the construction of improvements of public buildings, streets, drains, sewers, utilities, parks and playgrounds~~ shall be let either to...

Recommendation 3

- **Authorize Use of Alternate Delivery Methods**

Every contract involving an expenditure of more than fifty thousand dollars (\$50,000.00) for public works projects, including the construction of improvements of public buildings, streets, drains, sewers, utilities, parks and playgrounds shall be let either to: (1) the lowest responsible bidder, after notice by publication in the official newspaper by one or more insertions, the first of which shall be published at least ten (10) days before the time for opening bids; or (2) the best value design-builds entity or best value design-build-operate entity responding to a request for proposals; **or (3) successful respondent to an alternate delivery method authorized by ordinance of the City Council**

Additional alternate delivery methods – JOC, CM/GC, CMAR – could be considered.

Article XIX. General Provisions

Sec. 19. Public works, contracts.

- The Council may reject any and all bids received whenever in the opinion of the City Council:
 - (a) The bid or bids do not strictly comply with the notice and specifications.
 - (b) The Council finds and determines that the proposed project or purchase should be abandoned.
 - (c) The Council finds and determines that the materials may be purchased more reasonably on the open market and the work done cheaper by day or City labor.
 - (d) The Council determines that the bids are higher than anticipated and a new call for bids would result in savings to the City.
 - (e) The Council determines that it would be in the best interest of the City to delay the work or purchase for an indefinite period of time.
 - (f) The best interests of the City would be served by a rejection of all bids.
 - (g) The proposal is not suitable for the project.

*19—as amended by election 4-11-67, 3-7-89 and 3-6-01.

No staff recommended changes

Article XIX. General Provisions

Sec. 19. Public works, contracts.

Resulting Language Using All 3 Recommendations

Public works projects, as defined by ordinance of the City Council, shall be classified according to their estimated construction value into one of three tiers. Tier classification values and procedures for procurement shall be set by the City Council by ordinance.

Every contract for Tier 1 public works projects shall be let either to: (1) the lowest responsible bidder; or (2) the best value design-builds entity or best value design-build-operate entity; or (3) the successful respondent to an alternate delivery method authorized by ordinance of the City Council.

Tier 2 public works projects may be let to contract by any of the methods described for Tier 1 projects or by informal bid procedures as shall be set by the City Council by ordinance.

Tier 3 public works projects may be let by any of the methods described for Tier 1 or Tier 2 projects, or performed by employees of the City by force account, by negotiated contract or by purchase order.

Article XIX. General Provisions

Sec. 19. Public works, contracts.

Resulting Language Using All 3 Recommendations

The Council may reject any and all bids received whenever in the opinion of the City Council:

- (a) The bid or bids do not strictly comply with the notice and specifications.
- (b) The Council finds and determines that the proposed project or purchase should be abandoned.
- (c) The Council finds and determines that the materials may be purchased more reasonably on the open market and the work done cheaper by day or City labor.
- (d) The Council determines that the bids are higher than anticipated and a new call for bids would result in savings to the City.
- (e) The Council determines that it would be in the best interest of the City to delay the work or purchase for an indefinite period of time.
- (f) The best interests of the City would be served by a rejection of all bids.
- (g) The proposal is not suitable for the project.

*19—as amended by election 4-11-67, 3-7-89 and 3-6-01.

Article XIX. General Provisions

Sec. 19.1. Competitive bidding, when not required.

It shall not be necessary for the City Council to publish notice calling for bids or to receive bids as required in Article XIX, Section 19, in the following cases:

- (a) Where the proposed work consists of maintenance or repair.
- (b) When the City Council, upon recommendation of the City Manager, finds and determines that the work may be done more reasonably either on a daily basis or by the use of City labor, and/or materials may be purchased as cheaply on the open market.
- (c) When the City Council by four-fifths (4/5) vote expressed in its official minutes finds and determines that an emergency exists and it is necessary to immediately contract for such work and/or materials in order to protect and preserve life or property.
- (d) When the proposed services are not competitive or are to be furnished by a public utility.
- (e) On all purchases of supplies or materials under \$5,000.00, providing such purchases are approved by the City Manager.

*19.1—COMPETITIVE BIDDING, WHEN NOT REQUIRED—as amended by election 4-13-65.

**Item I.4 – Discussion and Possible
Action Regarding Article XIX,
Section 19.1, Competitive Bidding
when not Required on Maintenance
Repair and Materials Under \$5K**

**Charter Review Advisory
Committee**

July 20, 2022

Article XIX. General Provisions

Sec. 19.1. Competitive bidding, when not required.

It shall not be necessary for the City Council to publish notice calling for bids or to receive bids as required in Article XIX, Section 19, in the following cases:

(a) Where the proposed work consists of maintenance or repair.

(b) When the City Council, upon recommendation of the City Manager, finds and determines that the work may be done more reasonably either on a daily basis or by the use of City labor, and/or materials may be purchased as cheaply on the open market.

(c) When the City Council by four-fifths (4/5) vote expressed in its official minutes finds and determines that an emergency exists and it is necessary to immediately contract for such work and/or materials in order to protect and preserve life or property.

(d) When the proposed services are not competitive or are to be furnished by a public utility.

(e) On all purchases of supplies or materials under \$5,000.00, providing such purchases are approved by the City Manager.

Recommendation 1

- **Revise Section 19.1(a):**
(a) Where the proposed work consists of maintenance or repair, **as defined by the City Council by ordinance.**

Recommendation 2

Revise Section 19.1(e):

Remove:

~~(e) On all purchases of supplies or materials under \$5,000.00, providing such purchases are approved by the City Manager.~~

Replace with:

(e) When the proposed work is exempted by an amount or category as defined by ordinance.

Article XIX. General Provisions

Sec. 19.7. Contracts, progress payments.

All contracts entered into by or on behalf of the City of Redondo Beach may provide for percentage payments at various stages of the work contracted for provided, however, that at least ten (10) per cent of the total sums payable by the City of Redondo Beach under any contract shall be withheld until the work is approved by the department head and accepted by the City Council. The City Council shall not accept complete performance under any contract until satisfactory evidence is furnished that all labor and material liens have been completely satisfied by the contractor.

**Item I.6 – Discussion and Possible
Action Regarding Article XIX,
Section 19.7, Contracts, Progress
Payments on Retention Percentage**

**Charter Review Advisory
Committee**

July 20, 2022

Article XIX. General Provisions

Sec. 19.7. Contracts, progress payments.

All contracts entered into by or on behalf of the City of Redondo Beach may provide for percentage payments at various stages of the work contracted for provided, however, that at least ten (10) per cent of the total sums payable by the City of Redondo Beach under any contract shall be withheld until the work is approved by the department head and accepted by the City Council. The City Council shall not accept complete performance under any contract until satisfactory evidence is furnished that all labor and material liens have been completely satisfied by the contractor.

Recommended Option:

- **Remove reference to “All contracts” and replace with “Contracts for public works projects, excluding maintenance and repair,...”**
- **Add the word “progress” to payments and add “in proportion to the work then” provided.**
- **Revise language to tie retention percentage to CA Public Contract Code or set by ordinance by the City Council**
- **Remove reference to “department head” and replace with “Public Works Director or City Engineer”**
- **Revise two references to “City Council” to “City”**

Recommended Language:

Sec. 19.7. Contracts, progress payments.

All **public works** contracts, **except maintenance and repair**, entered into by or on behalf of the City of Redondo Beach may provide for percentage **or progress** payments at various stages of the work contracted for **in proportion to the work then** provided, however, **a percentage** of the total sums payable by the City of Redondo Beach under any **public works** contract shall be withheld until the work is approved by the **Public Works Director or City Engineer** and accepted **as complete** by the **City**. **The percentage amount withheld shall be set by ordinance by the City Council.** The **City** shall not accept complete performance under any contract until satisfactory evidence is furnished that all labor and material liens have been completely satisfied by the contractor.

Alternate Option:

Sec. 19.7. Contracts, progress payments.

All **public works** contracts, **except maintenance and repair**, entered into by or on behalf of the City of Redondo Beach may provide for **percentage or progress** payments at various stages of the work contracted for **in proportion to the work then** provided, however, **a percentage** of the total sums payable by the City of Redondo Beach under any **public works** contract shall be withheld until the work is approved by the **Public Works Director or City Engineer** and accepted **as complete** by the **City**. **The percentage amount withheld shall be the amount designated in the CA Public Contract Code.** The **City** shall not accept complete performance under any contract until satisfactory evidence is furnished that all labor and material liens have been completely satisfied by the contractor.

Article XIX. General Provisions

Sec. 19.9. Municipal purchases.

The City Council by ordinance, upon recommendation of the City Manager, shall provide for the purchase of all materials by the City through the City Manager or through some official, employee or department recommended by him, subject to other provisions of this Charter, and in accordance with such regulations as may be deemed advisable by the City Manager and the City Council.

Item I.5 – Discussion and Possible Action Regarding Article XIX, Section 19.9, Municipal Purchases

Charter Review Advisory Committee

July 20, 2022

Article XIX. General Provisions

Sec. 19.9. Municipal purchases.

The City Council by ordinance, upon recommendation of the City Manager, shall provide for the **purchase of all materials** by the City through the City Manager or through some official, employee or department recommended by him, subject to other provisions of this Charter, and in accordance with such regulations as may be deemed advisable by the City Manager and the City Council.

Recommendation

- **Revise language to include “supplies, equipment and services”:**

The City Council by ordinance, upon recommendation of the City Manager, shall provide for the **purchase of all materials, supplies, equipment and services** by the City through the City Manager or through some official, employee or department recommended by him, subject to other provisions of this Charter, and in accordance with such regulations as may be deemed advisable by the City Manager and the City Council.

Title 2, Chapter 6 – Purchasing System of RBMC was established pursuant to Section 19.9 of the Charter and includes services.

BLUE FOLDER ITEM

Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.

CHARTER REVIEW ADVISORY COMMITTEE MEETING JULY 28, 2022

- I.4 DISCUSSION AND POSSIBLE ACTION REGARDING ARTICLE XIX, GENERAL PROVISIONS, FOCUSING ON THE FOLLOWING SECTIONS:
 - 1. SECTION 19, PUBLIC WORKS, CONTRACTS ON BID LIMITS
 - 2. SECTION 19.1, COMPETITIVE BIDDING WHEN NOT REQUIRED ON MAINTENANCE-REPAIR AND MATERIALS UNDER \$5K
 - 3. SECTION 19.7, CONTRACTS, PROGRESS PAYMENTS ON RETENTION PERCENTAGE
 - 4. SECTION 19.9, MUNICIPAL PURCHASES

CONTACT: MIKE WITZANSKY, CITY MANAGER

SAMPLE BALLOT PAMPHLET PROVIDED BY CITY CLERK

**OFFICIAL BALLOT – CITY OF REDONDO BEACH
GENERAL MUNICIPAL ELECTION
MARCH 8, 1983**

MEASURES SUBMITTED TO VOTE OF VOTERS

<p>PROPOSITION A: City of Redondo Beach Charter Amendment: Shall Section 9.1, Article IX, of the Charter of the City of Redondo Beach be amended to permit the Mayor and City Council to request information from and refer citizen complaints directly to City department heads and employees?</p>	YES 61 →	<input type="radio"/>
	NO 62 →	<input type="radio"/>
<p>PROPOSITION B: City of Redondo Beach Charter Amendment: Shall Sections 9.2, 9.3, 9.4, and 9.5, Article IX, of the Charter of the City of Redondo Beach be amended to make public meeting and notice requirements consistent with the State open meeting law, the Brown Act?</p>	YES 67 →	<input type="radio"/>
	NO 68 →	<input type="radio"/>
<p>PROPOSITION C: City of Redondo Beach Charter Amendment: Shall Section 14.1, Article XIV, be amended, and Section 14.2, Article XIV, deleted to permit the City Council to consolidate and eliminate City departments and appointive positions?</p>	YES 73 →	<input type="radio"/>
	NO 74 →	<input type="radio"/>

BALLOT ENDS THIS PAGE

**BALOTA OFICIAL – CIUDAD DE REDONDO BEACH
ELECCION MUNICIPAL GENERAL
8 DE MARZO DE 1983**

MEDIDAS SOMETIDAS AL VOTO DE LOS VOTANTES

<p>PROPOSICION A: Enmienda a la Carta Constitucional de Redondo Beach: ¿Será enmendada la Sección 1.1, el Artículo IX, de la Carta Constitucional de la Ciudad de Redondo Beach para permitir que el Alcalde y el Concejo Municipal pidan información y refieran quejas de los ciudadanos directamente a los jefes de departamentos y empleados municipales?</p>	← 61 SI
	← 62 NO
<p>PROPOSICION B: Enmienda a la Carta Constitucional de Redondo Beach: ¿Serán enmendadas las Secciones 9.2, 9.3, 9.4, y 9.5, el Artículo IX, de la Carta Constitucional de la Ciudad de Redondo Beach para que los requisitos de reuniones públicas y el aviso sean consistentes con la ley Estatal de reuniones abiertas, el Decreto Brown?</p>	← 67 SI
	← 68 NO
<p>PROPOSICION C: Enmienda a la Carta Constitucional de Redondo Beach: ¿Será enmendada la Sección 14.1, el Artículo XIV, y será borrada la Sección 14.2, el Artículo XIV, para permitirle al Concejo Municipal que pueda consolidar y eliminar departamentos municipales y posiciones nombradas?</p>	← 73 SI
	← 74 NO

BALOTA TERMINA ESTA PAGINA

PROPOSED CHARTER AMENDMENT A

(New provisions or language added to the existing charter section are shown in **BLACKFACE type**; words and figures deleted from the existing charter section are shown in ~~Strikeout type~~.)

That Section 9.1, Article IX, of the Charter of the City of Redondo Beach be amended to read as follows:

"Sec. 9.1. Departmental interference.

"Neither the City Council, nor any of its members, nor the Mayor of the City shall order or request, directly or indirectly, the appointment of any person to any office or employment, or his removal therefrom by the City Manager, or by any of the elective officers or other department heads in the administrative service of the City. The City Council and the Mayor shall conduct all business with the administrative branch of the municipal government solely through the City Manager. Neither the City Council, nor any members thereof, nor the Mayor shall give orders to any subordinates of the City Manager, either publicly or privately; **provided that the foregoing shall not prevent the City Council, and the members thereof, or the Mayor from:**

"a) Contacting officers and employees of the City for the purpose of inquiry or obtaining information, or

"b) Contacting officers and employees for the purpose of advising said officers and employees of citizen complaints relating to the operation of City government."

CITY ATTORNEY'S IMPARTIAL ANALYSIS OF PROPOSITION A

Redondo Beach Charter Article IX, Section 9.1 provides that the Mayor and City Council must conduct all business solely through the City Manager. The Charter amendment would permit the Mayor and City Council to contact officers and employees of the City to ask questions, obtain information, or to register citizens' complaints relating to the operation of City government without being in violation of the Charter.

GORDON PHILLIPS
City Attorney

ARGUMENT IN FAVOR OF PROPOSITION A

Your "YES" vote for Proposition "A" will improve communication, efficiency and responsiveness at City Hall.

Redondo Beach has a Council-Manager form of government. Currently, the Charter requires the Mayor and City Council to conduct all business with the administrative branch of City government solely through the City Manager. Under strict interpretation, even the most routine information requests and complaints must be referred to the City Manager. The City Manager, in turn, refers the matter to an appropriate department or employee for response.

This is an impractical and inefficient way to handle routine business transactions. It discourages and inhibits communication between elected officials and department heads, and unnecessarily involves the City Manager in routine matters.

"Proposition "A" will permit the Mayor and City Council to communicate directly with department heads and City employees to obtain information or refer citizen complaints. It's a common approach to getting the job done and servicing you better.

Vote "YES" on Proposition "A."

BECKY SARGENT
Chairman and Members of the
Charter Review Committee

BARBARA J. DOERR
Mayor and Members of the
City Council

ARGUMENT AGAINST PROPOSITION A

As per section 12.3 of the Redondo Beach Official Charter, Powers and Duties; "The City Manager shall be the Chief Administrative Officer and the head of the administrative branch of the city government. He shall be responsible directly to the City Council for the proper administration of all affairs of the city, and he shall have power and be required to supervise and direct the activities of all department heads and employees of all the city." This proposition should not be passed for it would disturb the chain-of-command of this organization and intermingle functions, resulting in a very unsystematic way of operating this city. If such lack of organization is permitted to take place it will cost the city time and money and therefore the taxpayer of this city. Vote No on Proposition "A".

CHESTER J. POWELSON
Business License Inspector

PROPOSED CHARTER AMENDMENT B

(New provisions or language added to the existing charter section are shown in **BLACKFACE type**; words and figures deleted from the existing charter section are shown in ~~Strikeout type~~.)

That Sections 9.2, 9.3, 9.4, and 9.5, Article IX, of the Charter of the City of Redondo Beach be amended to read as follows:

“Sec. 9.2. Regular meetings.

“The City Council shall hold regular weekly meetings at such times ~~and places as the City Council may from time to time determine as it shall fix~~ by ordinances or **resolution** and may adjourn or readjourn any regular meeting to a date and time certain, which shall be specified in the order of adjournment and when so adjourned, each adjourned meeting shall be a regular meeting for all purposes.”

Sec. 9.3. Special meetings.; emergency meetings.

“Special meetings or **emergency meetings** may be called ~~at any time by the Mayor, or by three (3) members of the City Council, by written notice, caused to be served by the City Clerk and delivered personally to each member at least four (4) hours before the time specified for the proposed meeting. A special meeting will also be valid without the giving of such written notice if all members of the City Council and the Mayor give their consent in writing to the holding of such meeting and consent is on file in the office of the City Clerk at the time of holding such meeting. A telegraphic communication from a member consenting to the holding of a meeting shall be considered a consent in writing. At any special meeting only such matters may be acted on as are referred to in such written consent or notice., and notice given, as provided in Title 5, Division 2, Part 1, Chapter 9, of the Government Code as it now exists or may hereinafter be amended.”~~

“Sec. 9.4. Place of meetings.

“All meetings shall be ~~held convened~~ in the Council Chambers of the City Hall ~~and , but may be thereafter adjourned when necessary or convenient to such other location as may be selected by the City Council. Except as provided by law, all meetings of the City Council shall be open to the public. No citizen shall be denied the right, personally or through counsel, to present grievances or offer suggestions for the betterment of municipal affairs, provided however, that the City Council shall have the right and privilege to hold and conduct its meetings in accordance with an agenda and may specify the matters which shall be considered at each meeting and shall have the right to establish a time at which all communications shall be on file in the office of the City Clerk in order that such communications may~~

~~be considered at the next regular meeting of the City Council. If by reason of any public emergency in the city it becomes unsafe or impractical to hold the City Council meetings in the City Hall, then and in that event, the City Council may hold its meetings at such place as is designated by the Mayor or by a majority of the City Council until such condition is alleviated.”~~

“Sec. 9.5. ~~Change of meeting place.~~ Citizen participation.

~~“If by reason of any public emergency in the City it becomes unsafe or impractical to hold the City Council meetings in the City Hall, then and in that event, the City Council may hold its meetings at such place as is designated by the Mayor or by a majority of the City Council until such condition is alleviated.~~

“No citizen shall be denied the right, personally or through counsel, to present grievances or offer suggestions for the betterment of municipal affairs, provided however, that the City Council shall have the right and privilege to hold and conduct its meetings in accordance with an agenda and may specify the matters which shall be considered at each meeting and shall have the right and privilege to establish a time at which all communications shall be on file in the office of the City Clerk in order that such communications may be considered at the next regular meeting of the City Council.”

**CITY ATTORNEY'S IMPARTIAL ANALYSIS OF
PROPOSITION B**

Article IX, Section 9.2, and Article IX, Section 9.4 both contain provisions relating to the place of meeting. Section 9.2 provides that the meetings shall be at such place as designated by ordinance, while Section 9.4 specifies that all meetings must be held in Council Chambers of City Hall. Therefore, Sections 9.2 and 9.4 have the possibility of an inherent inconsistency, in that the Council, under Section 9.2, could apparently adopt an ordinance to meet somewhere other than the Council Chambers of City Hall, while Section 9.4 requires the meetings to be held in the Council Chambers.

The proposed Charter amendment deletes the place of meeting provision in Section 9.2, and provides in the amended Section 9.4 that all meetings must be convened in the Council Chambers. However, once convened, the City Council may adjourn the meeting to any other location selected by the Council, if necessary and convenient to the conduct of City business.

Citizen participation in Council meetings is now set forth in current Charter section Article IX, Section 9.4. Proposed amendment Section 9.5 consists of the citizen participation provision now set forth in Section 9.4, giving a separate heading and section in the Charter. There is no change in proposed amendment Section 9.5 from that which presently exist in Section 9.4.

Present Article IX, Section 9.3 now specifies the manner in which special meetings are called.

This is in conflict with the Brown Act, (Title 5, Division 2, Part 1, Chapter 9 of the Government Code). Regardless of any amendment in the Charter, the City is obligated to follow the provisions of the Brown Act as it now exists or may hereafter be amended. The proposed amendment makes the Charter consistent with State law.

GORDON PHILLIPS
City Attorney

ARGUMENT IN FAVOR OF PROPOSITION B

Your "YES" vote on Proposition "B" is needed to bring the public meeting provisions of the City Charter into compliance with the State's open meeting law, the Brown Act.

The Ralph M. Brown Act is the State law that insures that local government discussions and decisions take place at open, public meetings for which there has been adequate public notice. According to the City Attorney, the Brown Act pre-empts conflicting and inconsistent Charter provisions.

The City Council has conducted its meetings in accordance with the Brown Act since its adoption, but the conflicting sections of the City Charter have never been corrected.

The City's organic law, the City Charter, should fully embrace the language and spirit of open public meetings for the conduct of City government business.

Vote "YES" on Proposition "B."

BECKY SARGENT
Chairman and Members of the
Charter Review Committee

BARBARA J. DOERR
Mayor and Members of the
City Council

ARGUMENT AGAINST PROPOSITION B

This proposition should not be passed because it would allow the Mayor and the City Council to hold their meetings outside the Council Chamber costing the city and its taxpayers high price. As a citation; The City Council meeting that was adjourned and readjourned at the Seabucket Restaurant in King Harbor on March 6, 1982, leaving the taxpayers with the bill which was totally unreasonable and incompatible with the Redondo Beach Charter Section 9.4, which states that "All meetings shall be held in the Council Chamber of the city hall and shall be open to the public, No citizen shall be denied the right personally or through counsel to present grievances or offer suggestions for the betterment of municipal affairs." I think the City Council Chamber is built for that purpose and we must keep it that way.

Vote No on Proposition "B".

CHESTER J. POWELSON
Business License Inspector

PROPOSED CHARTER AMENDMENT C

(New provisions or language added to the existing charter section are shown in **BLACKFACE type**; words and figures deleted from the existing charter section are shown in ~~Strikeout type~~.)

That Sec. 14.1, Article XIV, of the Charter of the City of Redondo Beach be amended to read as follows:

Sec. 14.1. ~~Additional appointive officers. Creation, consolidation, and abolition of City Departments and appointive officers.~~

~~"The City Council may provide by ordinance for the creation of additional departments and appointive officers and may abolish by ordinance such additional departments and/or appointive positions.~~

~~"The City Council may provide by ordinance for the creation, consolidation, alteration or abolition of departments, divisions and appointive officers, after consideration of the City Manager's recommendation(s) thereon."~~

That Sec. 14.2, Article XIV, of the Charter of the City of Redondo Beach be deleted.

Sec. 14.2. ~~Combination of positions.~~

~~"The City Council may by ordinance combine the positions of City Engineer, Street Superintendent and Building Official provided, however, that in the event such positions are combined, any person appointed to such a combined position shall have all of the qualifications required of the City Engineer.~~

**CITY ATTORNEY'S IMPARTIAL ANALYSIS OF
PROPOSITION C**

Redondo Beach Charter Article XIV establishes various appointive officers of the City, namely a City Engineer, Street Superintendent, Building Officer, Chief of Police, Chief of Fire Department, and Director of Recreation. Any elimination or consolidation of these departments or positions must now be done by Charter amendment.

The proposed Charter amendment would permit the City Council to consolidate or eliminate these officers or positions by ordinance, after consideration of the City Manager's recommendation.

GORDON PHILLIPS
City Attorney

ARGUMENT IN FAVOR OF PROPOSITION C

Your "YES" vote on Proposition "C" is necessary to permit City officials greater flexibility to streamline and combine City operations, and reduce costs.

Proposition 13 sent a message to local government officials to reevaluate their organizations, tighten budgets and live with limited revenues. Across the state, cities have creatively responded to that mandate through reorganization, consolidation of similar departments, reductions in management personnel and the provision of services through contracts with the private sector and government agencies.

The City of Redondo Beach should be permitted and encouraged to fully evaluate such alternatives. But there's a problem. The City Charter only permits the creation of new or additional departments. It does not permit the consolidation or elimination of traditional departments or appointive positions, even when service can be more effectively or economically provided by some alternative organization.

Proposition "C" will permit the City Council to combine and eliminate City departments and appointive positions, but only after consideration of the City Manager's recommendations.

The City Charter should not thwart the mandate of Proposition 13!

Vote "YES" on Proposition "C."

BECKY SARGENT
Chairman and Members of the
Charter Review Committee

BARBARA J. DOERR
Mayor and Members of the
City Council

Sec. 8.3. Mayor, presiding officer.

The Mayor ~~He~~ shall be the executive head of the City of Redondo Beach for the purposes hereinafter set forth:

(a) The Mayor ~~He~~ shall preside over the meetings of the City Council.

(b) The Mayor ~~He~~ shall be the representative of the City for all ceremonial purposes.

(c) The Mayor ~~He~~ shall sign, on behalf of the City, all contracts, ordinances, resolutions and warrants except when the City Council, by ordinance, has authorized the City Manager, or other officer or other employee to approve and sign a written contract on behalf of the City for the acquisition of equipment, materials, supplies, labor, services or other items included within the budget approved by the City Council ~~as hereinafter set forth~~.

(d) The Mayor ~~He~~ shall approve all bonds as to amounts.

(e) The Mayor ~~He~~ shall perform such other duties as may be prescribed by this Charter or as may be assigned ~~to him~~ by the City Council.

Sec. 19. Public works, contracts.*

At a City Council meeting within eight (8) weeks of the swearing in following a regular municipal election, the minimum value of ~~Every~~ contracts involving ~~an expenditure of more than fifty thousand dollars (\$50,000.00) for~~ public works projects, including the construction of improvements of public buildings, streets, drains, sewers, utilities, parks and playgrounds shall be set by ordinance or resolution. Unless otherwise prescribed by ordinance or resolution ~~let~~ either: ~~to~~: (1) the lowest responsible bidder, after notice by publication in the official newspaper by one or more insertions, the first of which shall be published at least ten (10) days before the time for opening bids; or (2) the best value design-builds entity or best value design-build-operate entity ~~responding to a request for proposals~~, shall be awarded. At that same meeting the minimum bidding threshold of ~~P~~public works projects ~~of fifty thousand dollars (\$50,000.00) or less to be completed by negotiated contract or purchase order, and those which may be~~ ~~may be let to contract by informal bid procedures as shall be set by the City Council by ordinance.~~

~~Public works projects of fifteen thousand dollars (\$15,000.00) or less may be performed by employees of the City by force account, by negotiated contract or by purchase order.~~

The Council may at any time amend these minimum value of contracts or minimum bidding thresholds by a four-fifths (4/5) vote.

The Council may reject any and all bids received whenever in the opinion of the City Council:

- (a) The bid or bids do not strictly comply with the notice and specifications.
- (b) The Council finds and determines that the proposed project or purchase should be abandoned.
- (c) The Council finds and determines that the materials may be purchased more reasonably on the open market and the work done cheaper by day or City labor.

(d) The Council determines that the bids are higher than anticipated and a new call for bids would result in savings to the City.

(e) The Council determines that it would be in the best interest of the City to delay the work or purchase for an indefinite period of time.

(f) The best interests of the City would be served by a rejection of all bids.

(g) The proposal is not suitable for the project.

*19—as amended by election 4-11-67, 3-7-89 and 3-6-01.

Sec. 19.1. Competitive bidding, when not required.*

It shall not be necessary for the City Council to publish notice calling for bids or to receive bids as required in Article XIX, Section 19, in the following cases:

(a) Where the proposed work consists of maintenance or repair.

(b) When the City Council, upon recommendation of the City Manager, finds and determines that the work may be done more reasonably either on a daily basis or by the use of City labor, and/or materials may be purchased as cheaply on the open market.

(c) When the City Council by four-fifths (4/5) vote expressed in its official minutes finds and determines that an emergency exists and it is necessary to immediately contract for such work and/or materials in order to protect and preserve life or property.

(d) When the proposed services are not competitive or are to be furnished by a public utility.

(e) On all purchases of supplies or materials under the value set at the same Council meeting as other minimum value of contracts and minimum bidding thresholds ~~\$5,000.00~~, providing such purchases are approved by the City Manager.

*19.1—COMPETITIVE BIDDING, WHEN NOT REQUIRED—as amended by election 4-13-65.

Sec. 19.7. Contracts, progress payments.

All contracts entered into by or on behalf of the City of Redondo Beach may provide for percentage payments at various stages of the work contracted for provided, however, that at least ~~ten (10)~~ five (5) per cent of the total sums payable by the City of Redondo Beach under any contract shall be withheld until the work is approved by the department head and accepted by the City ~~Council~~ Manager, with regular meeting agenda notification to the City Council. The City ~~Council~~ shall not accept complete performance under any contract until satisfactory evidence is furnished that all labor and material liens have been completely satisfied by the contractor.

Sec. 19.9. Municipal purchases.

The City ~~Manager~~ ~~Council by ordinance, upon~~ ~~recommendation of the City Manager,~~ shall provide for the purchase of all ~~equipment, materials, supplies, labor, services or other items included within the budget approved by the Council~~ by the City through the ~~City Manager or through some appropriate~~ official, employee or department recommended by ~~the City~~ ~~Manager~~ ~~him~~, subject to other provisions of this Charter, and in accordance with such regulations as may be deemed advisable by the City Manager and the City Council.

Sec. 20.1. Approval of demands.

All demands shall, prior to payment, be approved by the City Manager and the City Clerk. Prior to the approval of any demands by them, they shall satisfy themselves that the amount is legally due ~~supplies, materials, property or services for which payment is claimed, have been actually delivered or rendered~~, that the payment, authorized by law, is just and fair, and that appropriation for the same has been made. All payrolls shall be certified by the respective department heads and approved by the City Manager.

DRAFT

PROPOSED AMENDMENT TO FIRST PARAGRAPH OF SECTION 19,
OF ARTICLE XIX OF THE CITY CHARTER, STATED ON BALLOT AS
"PROPOSITION C" AS FOLLOWS:

Shall the first paragraph of Section 19, Public Works, Contracts, of Article XIX of the City Charter be amended to read as follows:

"EVERY CONTRACT INVOLVING AN EXPENDITURE OF MORE THAN FIVE THOUSAND DOLLARS (\$5,000.00) FOR THE CONSTRUCTION OR IMPROVEMENT OF PUBLIC BUILDINGS, STREETS, DRAINS, SEWERS, UTILITIES, PARKS AND PLAYGROUNDS SHALL BE LET TO THE LOWEST RESPONSIBLE BIDDER AFTER NOTICE BY PUBLICATION IN THE OFFICIAL NEWSPAPER BY ONE OR MORE INSERTIONS, THE FIRST OF WHICH SHALL BE PUBLISHED AT LEAST TEN (10) DAYS BEFORE THE TIME FOR OPENING BIDS"?

VOTE ON SAID PROPOSITION:

<u>PRECINCT NO.</u>	<u>YES</u>	<u>NO</u>
1	49	44
2	65	62
3	55	69
4	63	70
5	58	50
6	70	59
7	88	41
8	91	86
9	62	64
10	47	19
11	43	30
12	47	52
13	79	67
14	71	68
15	43	63
16	40	33
17	66	44
18	37	46
19	44	61
20	38	33
21	55	61
22	115	56
23	37	25
24	43	50
25	52	63
26	37	32
27	61	40
28	113	74
29	72	82
30	23	29
31	19	17
32	19	24
33	28	42
34	15	18
35	37	31
36	53	34
37	54	40
38	56	28
39	34	27
40	72	74
41	91	92
42	87	58
43	71	77
44	48	33
45	59	37
46	89	72
47	95	72
48	68	60
49	54	54
50	28	21
Totals	2,841	2,484

PROPOSITION C

That Section 19, Article 19 be amended to read as follows:

(NOTE: Additions are noted by **bold type**, and deletions are noted by ~~striking type~~.)

Sec. 19. Public works, contracts.

Every contract involving an expenditure of more than ~~Five / Thousand Dollars (\$5,000.00)~~ **Fifty Thousand Dollars (\$50,000.00)** for **public works projects including** the construction or improvements of public buildings, streets, drains, sewers, utilities, parks and playground shall be let to the lowest responsible bidder after notice by publication in the official newspaper by one or more insertions, the first of which shall be published at least ten (10) days before the time for opening bids.

Public works projects of Fifty Thousand Dollars (\$50,000) or less may be let to contract by informal bid procedures as shall be set by the City Council by ordinance.

Public works projects of Fifteen Thousand Dollars (\$15,000) or less may be performed by employees of the City by force account, by negotiated contract, or by purchase order.

The Council may reject any and all bids received whenever in the opinion of the City Council:

- a) The bid or bids do not strictly comply with the notice and specifications.
- b) The Council finds and determines that the proposed project or purchase should be abandoned.
- c) The Council determines that the materials may be purchased more reasonably on the open market and the work done cheaper by day or City labor.
- d) The Council determines that the bids are higher than anticipated and a new call for bids would result in savings to the City.
- e) The Council determines that it would be for the benefit of the City to delay the work or purchases for an indefinite period of time.
- f) The best interests of the City would be served by a rejection of all bids.

ARGUMENT IN SUPPORT OF PROPOSITION C

Your "Yes" vote for Proposition C will update aged public works bidding procedures in the current City Charter and bring Redondo Beach's requirements more into conformance with State law. The current Charter language requires that every contract for construction and improvement of public buildings, streets, drains, sewers, utilities, parks and playgrounds involving an expenditure of more than five thousand dollars (\$5,000.00) must be awarded through a very formal bidding procedure. The need for a procedure to provide proper notice to potential bidders on public works projects is not at issue, but the five thousand (\$5,000.00) figure currently referenced in the Charter is too low and needs to be increased.

The current Charter provision on public works contracting was last amended by the voters in April, 1967. The cost of public works construction projects today makes the proposed fifty thousand dollar (\$50,000.00) threshold for formal bidding more appropriate. The three-tier procedure that is proposed requires that public works projects in excess of fifty thousand dollars (\$50,000.00) are to be awarded using the same formal bidding procedures currently in effect. Public works projects of fifty thousand dollars (\$50,000.00) or less are to be awarded using informal bidding procedures established by the City Council by ordinance. Public works projects of fifteen thousand dollars (\$15,000.00) or less may be performed by employees of the City, or by private contractors without using these bidding procedures. These are the same dollar levels that the State legislature has authorized for non-charter cities.

Proposition C is your assurance that important public works projects will be completed in a timely and cost effective manner.

We urge you to vote "Yes" on Proposition C.

ARCHIE SNOW

KAY HORRELL

RON CAWDRY

TERRY WARD

JOHN W. CHAPMAN

CITY ATTORNEY'S IMPARTIAL ANALYSIS OF PROPOSITION C

Under existing charter provisions, all public works contracts in excess of \$5,000.00 must be given after formal bid. Under the formal bidding process the City Council first approves the plans and specifications for the project. Then, a notice inviting bids is published. Sealed bids are then submitted by interested parties. The City Council then formally accepts the bid of the lowest responsible bidder. At a subsequent council meeting, the Council approves the contract between the City and the contractor, and approves all bonds which are required.

The proposed amendment would increase the minimum amount of a public works contract to be let by formal bid from \$5000 to projects over \$50,000.

For public works projects of \$50,000.00 or less, the City Council would be required to adopt an ordinance establishing informal bid procedures.

For public works projects of \$15,000.00 or less, the proposed amendment permits the City to use City employees, or to negotiate a contract or use purchase orders without the requirement of a bidding process.

The proposed charter amendment is substantially similar to Public Contracts Code, § 22032.

ARGUMENT AGAINST PROPOSITION C

(None Filed)

MEASURE C

CHARTER AMENDMENT ON DESIGN-BUILD AND DESIGN-BUILD OPERATE PUBLIC WORKS CONTRACTS

Sec. 19. Public works, contracts.

Every contract involving an expenditure of more than fifty thousand dollars (\$50,000) for public works projects, including the construction of improvements of public buildings, streets, drains, sewers, utilities, parks and playgrounds shall be let either to: (1) the lowest responsible bidder, after notice by publication in the official newspaper by one or more insertions, the first of which shall be published at least ten (10) days before the time for opening bids; or (2) the best value design-build entity or best value design-build-operate entity responding to a request for proposals.

Public works projects of fifty thousand dollars (\$50,000) or less may be let to contract by informal bid procedures as shall be set by the City Council by ordinance.

Public works projects of fifteen thousand dollars (\$15,000) or less may be performed by employees of the City by force account, by negotiated contract, or by purchase order.

The City Council may reject any and all bids or proposals received whenever in the opinion of the Council:

- (a) The bid or bids do not strictly comply with the notice or plans and specifications.
- (b) The Council finds and determines that the proposed project or purchase should be abandoned.
- (c) The Council finds and determines that the materials may be purchased more reasonably on the open market and the work done cheaper by day or City labor.
- (d) The Council determines that the bids are higher than anticipated and a new call for bids would result in savings to the City.
- (e) The Council determines that it would be in the best interest of the City to delay the work or purchase for an indefinite period of time.
- (f) The best interests of the City would be served by a rejection of all bids.
- (g) The proposal is not suitable for the project.

IMPARTIAL ANALYSIS OF MEASURE C

The City Charter (Article XIX) now requires that every contract involving an expenditure of more than \$50,000 for public works projects be awarded to the lowest responsible bidder. Under current practice, public works projects are described in plans and specifications prepared by or for the City and made available to bidders. By submitting a bid, the bidder agrees, if awarded the contract, to build the project as described in the City's plans and specifications; bidders do not participate in the design of the project under current practice.

Measure C, if adopted, would amend Article XIX of the City Charter to allow the City to have the option of also awarding public works contracts, involving an expenditure of more than \$50,000, to the best value design-build entity or best value design-build-operate entity responding to a request for proposal prepared by or for the City.

This would allow the City to invite bidders to submit their own proposals to design and build, or design, build and operate, public works projects involving an expenditure of more than \$50,000. Such projects would not necessarily be awarded to the "lowest" bidder, but to the bidder whose project, in the opinion of the City, represents the "best value."

This Charter amendment creating an alternate method of public works contracts may result in cost saving to the City.

/s/ Jerry Goddard
City Attorney

ARGUMENT IN FAVOR OF MEASURE C

The design-build method is an alternative construction approach where design and construction teams work together to accomplish the project. Advantages of design-build are: shortens project time; saves money; better coordination between design and construction; no City liability for design errors; reduces change orders, claims and possible litigation; reduces finger-pointing between designer and contractor; provides firm project cost not subject to escalation (except for unforeseen site conditions).

The City of Redondo Beach uses the traditional design-bid-construct method for public works projects over \$50,000. This method is complicated and time-consuming, resulting in change orders and time delays. An architectural or engineering firm must be hired to design the project and prepare contract documentation. Prior to this, the City must prepare a Request for Proposal to solicit design proposals from consultants. Once proposals are received, Council awards a contract. Next, Council accepts project plans and specifications and authorizes advertisements to solicit bids; the City Clerk opens bids; staff check references of the lowest responsible bidder; and Council awards a contract to the lowest responsible bidder. Each process takes 8 to 12 weeks. There is no control over who can bid; the only opportunity to prevent an unqualified bidder from winning the contract is the reference check process. To disqualify a marginal low bidder with questionable credentials and minimum experience, the City must have solid evidence and justification or face serious legal consequences.

The overall benefit of design-build is it saves construction time and staff time in processing paperwork, and reduces exposure to litigation by using the team approach and avoiding finger-pointing. The design-bid-build method only assures the lowest bid in construction while the design-build method assures the value of the overall project from design to construction to operation.

/s/ Greg Hill, Mayor

/s/ John S. Parsons, Council Member

/s/ Mike Gin, Council Member

/s/ Robert Pinzler, Council Member

/s/ Marna Smeltzer, President & C.E.O., Redondo Beach Chamber of Commerce

ARGUMENT AGAINST MEASURE C

(None Submitted)

BLUE FOLDER ITEM

Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.

CHARTER REVIEW ADVISORY COMMITTEE MEETING SEPTEMBER 22, 2022

I.4 DISCUSSION AND POSSIBLE ACTION REGARDING ARTICLE XI, SECTION 11.2, CITY ATTORNEY

- *COUNSEL AND COUNCIL: A GUIDE TO BUILDING A PRODUCTIVE CITY ATTORNEY-CITY COUNCIL RELATIONSHIP*
- CITY OF SAN BERNARDINO CHARTER COMMITTEE – AGENDAS 2015 (discussions relative to City Attorney are in the July/August timeframe)
<http://laserweb.redondo.org/weblink/0/fo/353303/Row1.aspx>

Counsel and Council:

A GUIDE TO BUILDING A PRODUCTIVE
CITY ATTORNEY-CITY COUNCIL RELATIONSHIP



LEAGUE OF
**CALIFORNIA
CITIES**

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Introduction

This guide is intended to assist city council members and city attorneys in establishing and maintaining sound and productive professional relationships.

Among the issues addressed are these:

- The role and function of a city attorney.
- The recruitment, selection, and terms of engagement of a city attorney.
- Understanding the nature and parameters of the city attorney-city council relationship.
- Best practices for maintaining constructive city attorney-city council relations.
- Effectuating an amicable and enforceable conclusion to the relationship.

This guide is intended to give both city attorneys and city council members a common understanding of the nature of their relationship, with practical suggestions on structuring and maintaining that relationship in a positive way. In the end, both parties have a common goal: work together to help the city effectively and lawfully achieve its objectives.

Originally conceived in 2001 and produced in 2004, this guide was substantially revised and republished in 2022.

I. Nature of the Relationship

The traditional attorney-client relationship may be viewed as static and one-dimensional: The client asks for legal advice, which the attorney provides. When a city attorney advises a public agency client, however, the attorney-client relationship is typically dynamic and multi-dimensional. A city attorney must be responsive to the legal needs of many individuals within the public agency's management and operational structure, and the policies, priorities, and laws that govern city conduct are frequently in flux. Despite this dynamism, many aspects of this important relationship are defined by stable, long-standing principles — primarily the ethical duties owed by the city attorney to the public agency client and the profession.

The relationship between a city and its attorney is defined by three primary governing boundaries:

1. Externally through state and local regulations.
2. Internally through the job description and performance evaluation forms.
3. The employment or legal services agreement.¹

This chapter explores current issues underlying and defining the relationship between a city and its attorney. It begins — as attorneys often do — by looking at the underlying law and facts, and then by summarizing the basic roles and functions of the city attorney. It then presents some unique issues that may arise based on whom the city attorney is advising, the particular role the city attorney is fulfilling, the applicable rules of professional conduct, and even how the city attorney was selected to serve in the first place.

A. State and Local Regulations

1. State Law

California Government Code sections 41801 through 41805 set basic parameters for the city attorney's role and duties under state law. These provide for the city attorney to: (1) advise city officials in all legal matters; (2) frame all ordinances and resolutions required by the city council; (3) perform other legal services required by the city council; and (4) receive compensation as allowed by the city council. In addition, with the consent of the district attorney of the county or if the city's charter so allows, the city attorney may prosecute any misdemeanor committed within the city arising out of violation of state law. (See below for a discussion of a city attorney's prosecutorial role and duties.)

¹ See Chapter III and Appendices B and C for discussion and sample provisions of employment and legal services agreements.

2. Local Regulations

The city council and city attorney should also review their city's charter (if one exists) and municipal code to ascertain the job duties set forth by local legislation. Many city charters and municipal codes build upon state law concepts in describing the position and responsibilities of the city attorney. In some cases, a charter provision may even contravene the Government Code provisions, in which case the charter may control when pertaining strictly to a municipal affair. Such charter and municipal code descriptions may provide further detail as to whom the attorney provides advice and counsel and enumerate the types of documents the attorney will handle.

Local regulations may describe the city attorney's duties to represent the city in various kinds of litigation and administrative proceedings. They may state that the city attorney advises certain boards and commissions or performs general counsel services when the city council functions in another capacity, such as the housing authority or successor agency. In some cities, they may assign the city attorney risk management responsibilities.

B. What Does a City Attorney Do?

Many city attorneys believe the extent and scope of their duties are not fully understood by the public or elected officials. Since city council members primarily interact with the city attorney at formal council meetings, and not through observation of the day-to-day work of the city attorney's office, this is understandable.

Simply stated, the city attorney's job is to serve as the chief legal advisor for the city. What this entails on a day-to-day basis can be wide-ranging. It can also vary from city to city, depending upon the size of the city, the range of services the city provides to its residents and constituents, and whether the city attorney is an employee of the city or under contract. Many cities have provisions in their charter or municipal code specifying the city attorney's powers and duties. Although not an exhaustive list, typical powers and duties shared across the profession include the following:

- Attending and providing legal advice at meetings of the city council and appointed commissions.
- Providing oral and written advice or opinions to the city council and staff.
- Reviewing or drafting and, ultimately, "approving as to form" all city contracts.
- Reviewing or drafting city ordinances, resolutions, and policies.
- Representing and appearing on behalf of the city in legal or administrative proceedings in which the city is concerned or is a party.
- Prosecuting violations of the municipal code.
- Representing and appearing for city officers or employees in legal proceedings in which they are a party for an act arising out of their employment or by reason of their official capacity.
- Managing the operations and services provided by the city attorney's office.
- When necessary, selecting and managing legal services provided by a special counsel.
- Performing such other duties as may be delegated from time to time by the city council.

1. City Attorney as "General Counsel"

The role of a city attorney may be likened to that of "general counsel" for a corporation. Cities are, in fact, "municipal corporations" in the "business" of providing public facilities and services to their residents and constituents. In this sense, city councils are the corporate equivalent of their cities' "boards of directors."

The plethora of rules, court decisions, and administrative regulations that govern city activities are such that city council members and city staff must often consult with their city attorney for assistance. As general counsel of the municipal corporation, a city attorney must have a broad understanding of the wide range of laws governing the equally wide range of city activities. These areas of law and their corresponding practice areas are summarized below:

Contracts. Most cities enter into a wide variety of contracts involving public works, consulting services, and public/private partnerships. The city attorney's office provides legal services at all stages of contract formulation, implementation, and enforcement, including negotiation, drafting, administration, and dispute resolution. Most city attorneys develop and maintain standardized city contracts and actively participate in negotiations and the structuring of complex transactions, such as the finance and implementation of major capital projects, design/build agreements, and energy, telecommunications, and solid waste disposal franchises.

Land Use/Environmental. City attorneys provide legal counsel to the city council, development services department(s), and planning commission on "land use" issues including general plans, zoning, subdivisions, growth management, special use permits, statutory development agreements, environmental impacts, hazardous materials, preservation of historic properties, impact fees, exactions, and assessment districts for open space, parks, and other public facilities.

Economic Development and Real Estate. The city attorney advises the city council, city manager, and various city departments in connection with a wide range of economic development and real estate issues. Typical matters include property acquisition and disposition, leasing, development agreements, affordable housing transactions, economic development assistance programs, and public/private partnerships.

Employment/Labor. With various employee types and bargaining units, the personnel and labor issues facing cities are complex and diverse. In conjunction with the city's human resources/personnel department, the city attorney is responsible for advising on employee policy development, federal and state labor laws, disciplinary matters, and dispute resolution, including civil service and arbitration proceedings, and for some cities, labor negotiations.

Local Government Law. The city attorney provides legal advice on diverse aspects of local government law, such as municipal finance, budgeting, taxation, and inter/intra-government relations. The city attorney also advises regarding state conflicts of interest laws (e.g. the Political Reform Act and Government Code section 1090), open meeting laws (e.g. the Brown Act), and public records retention and disclosure requirements (e.g. the Public Records Act). The city attorney also frequently advises the city clerk on applicable state and local elections laws.

Litigation and Risk Management. The city attorney is responsible for both defending and filing lawsuits on the city's behalf, either directly or through oversight of outside counsel. These can range from minor matters to multi-million-dollar claims. Most actions against cities involve allegations of dangerous conditions on city property or misconduct by city employees, including alleged civil rights violations. Many city attorneys also handle or advise on the processing and disposition of administrative claims against the city. They also advise on how to improve policies and procedures that mitigate risk. If the city is a member of a joint risk pool, litigation and risk management can involve interactions with risk pool staff and directors.

Code Enforcement. The city attorney assists with the enforcement of city code provisions related to building standards, zoning requirements, neighborhood preservation, and other conditions or conduct affecting public health, safety, or welfare. Violations are addressed by using the various legal enforcement tools available to the city: administrative actions, civil actions, or criminal prosecution. The city attorney provides further assistance by obtaining legal orders for the abatement or demolition of substandard properties.

Specialty Areas. There also are specialty legal areas that will sometimes arise. These include federal and state securities laws, bankruptcy, annexation, hazardous materials matters, trademarks/copyright, and workers compensation, to name just a few. In these areas and others, where the city attorney does not have subject area expertise, it is often appropriate to engage outside "special counsel" on behalf of the city.

2. Contracting Out for Legal Work

Given the range and complexity of laws that apply to city conduct, the need will undoubtedly arise from time to time for the services of outside “special counsel.” In addition — particularly for an in-house city attorney — because a city’s legal workload may increase from time to time to a point where legal demands exceed the city attorney’s in-house capacity to respond, it can make financial sense to contract with outside counsel on a stand-by or temporary basis rather than hire full-time, long-term staff. Litigation in particular can be very time and resource-consuming for both attorneys and support staff. Rather than put other pressing legal matters on hold, it can be in the best overall interests of the city to hire outside counsel to handle major litigation cases. In such instances, it is usually appropriate for the city attorney to select, hire, and manage the work performed by outside counsel. As a check and balance, most cities impose monetary limits on a city attorney’s authority to hire outside counsel.

3. The City Attorney as a Member of the Executive Team

Many city attorneys also are considered members of the city’s senior management team, although with a separate role and responsibilities. This means the city attorney is expected to attend and participate in management functions and is sometimes turned to for advice that is more “practical” than “legal” in nature. In this capacity, many city attorneys serve not only as legal advisors, but also as project managers, problem solvers, policy advisors, and strategists. When serving in this role it is extremely important for city attorneys to be clear to distinguish between when their input constitutes legal advice versus when they are offering more of a policy- or process-related recommendation. Chapter 3 discusses this potentially sticky situation in more detail.

4. Giving and Getting Legal Advice

An important aspect of the city attorney’s job is to give opinions on specific legal issues. These opinions may be either formal (in writing with full legal citations and analysis) or informal (summary legal conclusions/recommendations presented via email or verbally). Different circumstances may suggest one form is better than another. Here are some thoughts and practical advice on making sure all parties’ interests are served in this important interaction:

Consider a Formal Request/Response System. Some cities require that all requests for legal advice be communicated in writing through department heads to ensure coordination and avoid duplication of effort. Any formal request system should be designed to encourage full disclosure of underlying, relevant facts since many laws apply differently depending upon the facts. Formal request systems also help with tracking and accountability. Referrals made at city council meetings also should be memorialized and tracked.

Give Early Notice of Legal Issues. Whenever there is advance notice that a legal question may be coming, the city attorney should be advised as soon as possible, even if all factors giving rise to the question are not fully known. Doing so promotes the process of giving and receiving timely, high-quality legal advice. Similarly, when the city attorney’s office hears of policy initiatives that raise legal issues, the city attorney should communicate this immediately to the involved policymakers. City interests are not well served when city staff or council members invest a lot of time in policy initiatives that present major legal issues without the benefit of upfront legal guidance.

Recognize Some Issues Take Time. City attorneys must often analyze several sets of statutes and numerous reported cases to render informed opinions on important legal questions. The sheer volume of law affecting cities has increased greatly during the last several decades. A reasonable amount of time should be provided to analyze any particular question, especially if the issue is novel or complex.

One Size Doesn’t Always Fit All. City attorneys are often asked by council members, or they might themselves suggest, that ordinances adopted by another agency or “model” ordinances be considered as a possible approach to address a city issue. This can save a lot of time and mitigate risk, particularly if the “model” ordinance has already been legally tested. All should be aware, however, that an ordinance that works for one agency does not necessarily

address the needs or meet the requirements of another. Review and customization by the city attorney's office are imperative before the city council gives final consideration to the adoption of a "model" ordinance.

C. Who Is the City Attorney's Client?

Determining who the city attorney's client is and to whom they owe duties is not as obvious as it might seem. Is the client always the city as a legal entity? Or are individual public officials or staff members also clients? Is the public ever the client? Or is it a combination of some or all of these? The best answer may be, as with so many answers in the law, "it depends." This section explores the core principles and variables in the city attorney-client relationship and the associated duties.

1. Ethical Standards and the City as the Client

Regardless of the complex relationships between a city attorney and the many facets of the client, rule makers and courts have made it clear that in all instances city attorneys are governed by the ethical standards of their profession. In California, the core of these standards is contained in the Rules of Professional Conduct of the State Bar of California. Case law supplements such rules.

The Rules of Professional Conduct define an attorney's role and responsibilities in representing an organization. They say, in part, that:

In representing an organization, a member shall conform his or her representation to the concept that the client is the organization itself, acting through its highest authorized officer, employee, body, or constituent overseeing the particular engagement.²

In response to the question "who is the client?" the Rules of Professional Conduct state that for a city attorney, the client is the city — the municipal corporation as a whole. For purposes of giving advice, receiving direction, and providing representation, however, the question remains, "who is the city?"

On major policy issues subject to city council direction and approval, the city attorney takes direction from a majority of city council members. Contrary direction from an individual council member or less than a majority cannot be followed. That said, with city councils often being split on major policy issues, the city attorney must take special care to provide the same, balanced legal advice to "all sides."

On city business subject to the authority and oversight of a strong mayor or city manager, the city attorney's direct relationship is with the individual serving as the city's lead executive or the appointed staff. Part of this relationship may involve helping define and preserve where proper authority resides between the city council and staff. This line can be blurry. Just as individual council members should not be directing administrative staff on matters within their purview, city staff should not be taking actions where city council approval is first required. In all cases, it is a best practice — and encouraged by the Rules of Professional Conduct — for the city attorney to provide advice "up the chain" to the ultimate decision-maker with respect to each matter.

Regardless of who is being advised, city council members and staff should recognize that another overarching duty of the city attorney is to the integrity of the legal system itself. A city attorney's primary duty to their city client is to be a competent and zealous advocate for the city's interests. In performing such duties, however, the city attorney must not mislead the courts or advise or condone conduct that clearly violates the law. If a city attorney is ever put in a position of being asked to violate this principle, at a minimum the city attorney must strongly object up the chain of command and decline to act. In extreme circumstances, the city attorney may be required to resign.³

² State Bar Rules Prof. Conduct, Rule 1.13.

³ State Bar Rules Prof. Conduct, Rules 1.13(d), 1.16.

2. Advising Individual Staff or Council Members

Under Rule 1.13 of the California Rules of Professional Conduct, an individual council member or other city officials (such as the city manager) is not the client. Advice may only be given to an individual in the individual's capacity as an officer of the city. There is no attorney-client privilege in these communications flowing to the benefit of the individual. Such communications are likely to be subject to disclosure to the city council, or other members of the organization, as may be necessary for the furtherance of the city's overall interests. For example, if a council member has a conflict of interest that could result in the invalidation of the city council's decision under state conflict of interest laws, the city attorney must advise the city council of the consequences of the conflict if the council member fails to disclose the conflict and recuse from any participation in the decision.⁴

3. Defense of Employees

Even though the city attorney's client is the city itself, there are times when the city owes a duty of defense to an individual employee under the California Government Claims Act.⁵ If a lawsuit alleges an act or omission that arose out of the course and scope of public employment, the entity has consented to dual representation by operation of law. For the limited purpose of the lawsuit, the city attorney has a relationship with both the city and the employee. A city may refuse to undertake a joint defense if a specific conflict of interest would result, but the city must pay the costs of a separate defense attorney. If the employee is found to have acted criminally or otherwise beyond their lawful authority, the city's obligation to defend may be relieved. Decisions regarding how or if to represent a council member or any employee are sensitive matters. Some cities have formal policies to help guide this process.

► FOR MORE INFORMATION:

The California Municipal Law Handbook provides practical advice on the Government Claims Act and other areas of municipal law. This publication is available for purchase through CEB at <https://store.ceb.com/the-california-municipal-law-handbook>.

4. Attorney-Client Confidences

In *Roberts v. City of Palmdale*,⁶ the California Supreme Court recognized that an attorney-client privilege exists in the public arena. Communications between the city attorney and the city council may be kept confidential. However, it is important to be clear as to who holds the confidentiality privilege. Because the city attorney's client is the city — with the city council having ultimate authority to act on the city's behalf — it follows that the city council holds the privilege. As the holder of the privilege, the city council may decide to waive the privilege and disclose the city attorney's communications to the general public. This must be a decision made by a majority of the city council expressly stated on the public record. It cannot be the decision of an individual council member. These same principles apply to confidential information exchanged in closed sessions. While state law generally prohibits the disclosure of confidential information out of closed session by individuals,⁷ such information can be shared with designated third parties or the general public with the prior approval of a majority of the city council.

4 Council members should be aware that advice from their city attorney provides no immunity to them if they are ultimately found to be in violation of conflict-of-interest laws. Limited immunity can be obtained by obtaining a formal advice letter from the FPPC. Many city attorneys aid in this process, while others advise the council member to seek the assistance of private legal counsel. For more information regarding the FPPC and conflicts of interest rules, please see the FPPC website (<https://fppc.ca.gov>), and the useful materials provided by the Institute for Local Government (www.ca-ilg.org/ethics-transparency).

5 Cal. Gov. Code § 900 et seq.

6 *Roberts v. City of Palmdale* (1993) 5 Cal.4th 363.

7 Cal. Gov. Code § 54963(a).

Another aspect of the attorney-client privilege is that while the city attorney's communications on substantive matters with staff members can be kept confidential from them public, they cannot be kept confidential from supervisors or other key decision-makers. Similarly, communications with individual council members on city business cannot be kept confidential from the full city council. It is important for each city official to understand this principle in order to avoid misunderstandings.

► **EXAMPLE:**

If the city attorney learns an employee is not complying with a statute or regulation that could expose the city to liability, and speaking with the employee is not feasible or fails to rectify the situation, the city attorney must report the matter to the employee's superior and up the chain of command, if necessary. If the problem continues, the city attorney must report it to the city manager, and ultimately, to the city council if the issue is not resolved. Failure to do so constitutes a violation of the Rules of Professional Conduct and can be a basis for attorney discipline by the State Bar.⁸

D. The City Attorney's Duties to the Public

As discussed above, the city attorney's client is generally viewed as the city itself, not any one individual within the city. This same principle applies to members of the public. As a result, the city attorney's office cannot and should not provide direct legal advice to private individuals. That does not mean, however, that the city attorney owes no duties to the public. This section explores such duties and some of the particular contexts in which they arise.

1. Assuring the City Complies with the Law

The city attorney's duty to advise on the legality of the city's conduct acts as a check on illegal city conduct for the benefit of the public. This occurs in many contexts, both in public and in private. The most obvious public example occurs when the city attorney provides advice at city council meetings. Privately, this occurs when the city attorney reviews the legality of claims or contracts, advises regarding the fair and non-discriminatory application of city laws, or provides written consent prior to a given action, for example, a decision to destroy public records.⁹

2. Protecting the Public Interest

The city attorney is also called upon to advise the city to follow laws designed specifically to protect the public interest. These duties include advising during a city council meeting that the public has the right to comment,¹⁰ that the city council typically cannot discuss an item not on the agenda, or that an applicant receives due process during a public hearing. In other contexts, the city attorney's only duty is to the public, such as when he or she prepares a true and impartial title and summary of an initiative measure.¹¹ The city attorney may also be called upon to determine whether the public has the right to access city records under the Public Records Act.¹²

8 State Bar Rules Prof. Conduct, Rule 1.16.

9 Cal. Gov. Code § 34090 provides, in part: "Unless otherwise provided by law, with the approval of the legislative body by resolution and the written consent of the city attorney the head of a city department may destroy any city record, document, instrument, book, or paper, under the department head's charge, without making a copy thereof, after the same is no longer required." Also, California Government Code section 34090.6 provides for the destruction of recordings of routine video monitoring and recordings of telephone and radio communications maintained by a city department with the approval of the legislative body and the written consent of the agency attorney.

10 Cal. Gov. Code § 54954.3, subd. (a).

11 Cal. Elec. Code § 9280 provides, in part: "Whenever any city measure qualifies for a place on the ballot, the governing body may direct the city elections official to transmit a copy of the measure to the city attorney, unless the organization or salaries of the office of the city attorney are affected. The city attorney shall prepare an impartial analysis of the measure showing the effect of the measure on the existing law and the operation of the measure."

12 Cal. Gov. Code § 6250, *et. seq.*

3. Ethical Duty

Do city attorneys have a higher ethical duty to the public than attorneys representing private parties? The Rules of Professional Conduct provide no distinction between public and private attorneys when handling civil matters. The American Bar Association's Model Code of Professional Responsibility, (which has no binding effect in California), however, does suggest public lawyers may have a higher duty:

A government lawyer in a civil action or administrative proceeding has the responsibility to seek justice and to develop a full and fair record, and he should not use his position or the economic power of the government to harass parties or to bring about unjust settlements or results.¹³

Moreover, Cal Cities' City Attorneys Department has adopted Ethical Principles, discussed further in Chapter II and available in Appendix A. Regardless of the applicability of any particular rule, among the many reasons city attorneys are drawn to the profession — and take special pride in their role — is the sense of a higher ethical duty to seek justice, to stand against abuses of power, and to uphold the rule of law.

4. Prosecutorial Duties

While city attorneys deal mainly with civil legal matters, mostly in defense of allegations against the city, in some cities, the city attorney also has prosecutorial duties for certain civil or criminal matters. In such instances, the city attorney represents the People of the State of California, not the city. Case law holds that a prosecuting attorney is a public officer and not an "attorney" who represents a "client."¹⁴ As a result, the attorney is not subject to taking direction from the city council with respect to prosecutorial matters. Instead, the prosecuting attorney is vested with the discretionary power to determine whether and how to prosecute.¹⁵ As with any other prosecutor, a prosecuting city attorney's obligation and ethical responsibility is to do justice for the people.

Types of Prosecutorial Responsibilities. City attorneys may be vested with prosecutorial responsibilities in the following areas:¹⁶

- » Criminal violations of local laws (i.e., violations of the city's municipal code).
- » Criminal violations of state laws that are infractions, misdemeanors, and wobblers (violations that could be prosecuted as a misdemeanor or a felony, such as Grand Theft [Penal Code Section 487], Sexual Battery [Penal Code Section 243.4], or Assault with a Deadly Weapon [Penal Code Section 245]).
- » Certain state law violations where civil prosecutions are authorized (e.g., Unfair Business Competition violations pursuant to Business and Professions Code Section 17200).
- » Certain civil enforcement actions in the name of the People, such as the abatement of nuisances or violations of the Unruh Civil Rights Act.¹⁷

¹³ American Bar Association Model Code of Professional Responsibility, Ethical Consideration 7-14.

¹⁴ *Shepard v. Superior Court* (1976) 17 Cal.3d 107, 122.

¹⁵ *Ibid.*

¹⁶ Whenever acting as a prosecutor, the city attorney shall have the power to issue subpoenas in a like manner as the district attorney.

¹⁷ Cal. Civ. Code § 52, subd. (c) provides, in part: Whenever there is reasonable cause to believe that any person or group of persons is engaged in conduct of resistance to the full enjoyment of any of the rights described in this section, and that conduct is of that nature and is intended to deny the full exercise of those rights, the attorney general, any district attorney or city attorney, or any person aggrieved by the conduct may bring a civil action in the appropriate court by filing with it a complaint.

City attorneys have the exclusive authority to prosecute misdemeanor criminal cases to enforce city ordinances.¹⁸ In general law cities, the council may authorize (or not authorize) the city attorney to prosecute violations of state laws.¹⁹ In addition to council authorization, in a general law city the city attorney must further obtain the consent of the district attorney before undertaking such prosecutorial work.²⁰ In charter cities, Government Code section 72193 provides an additional avenue of authorization. When section 72193 is implemented by a charter city (i.e., through a charter amendment), the city attorney has the primary duty of prosecuting state misdemeanors within the city, with the district attorney acting in a subsidiary or backup role.²¹

Carrying out Prosecutorial Responsibilities. When the city attorney carries out prosecutorial responsibilities, whether civil or criminal, the city attorney, like the district attorney or the attorney general, represents and brings the action in the name of the People of the State of California, not the city or the city council.

Accordingly, a number of critical concepts are presented:

- » The attorney-client privilege will not protect city attorney communications and documents prepared for a prosecutorial case; however, the work-product privilege may still be invoked.
- » Because council members are not clients in any prosecution, they are generally not entitled to obtain information beyond what is accessible to members of the public. This is particularly critical given prosecutors' general obligations to protect certain information (e.g., criminal history) from public disclosure.
- » The city council cannot require that the city attorney bring or dismiss a prosecutorial action or in any other way interfere with the city attorney's discretion with respect to the disposition of a case.

The prosecutor's obligation to provide the defense potentially exculpatory evidence is paramount,²² and may require a city prosecutor to disclose information damaging to the city.

The United States Supreme Court has held attorneys prosecuting criminal matters to a higher standard than when conducting civil actions or administrative proceedings:

[The prosecutor] is the representative not of an ordinary party to a controversy, but of a sovereignty whose obligation to govern impartially is as compelling as its obligation to govern at all; and whose interest, therefore, in a criminal prosecution is not that it shall win a case, but that justice shall be done.²³

In California, this higher standard has been applied to city attorneys prosecuting criminal and nuisance abatement cases. It is important that city officials be mindful of these particular duties owed by the city attorney to the public so they can work cooperatively with the city attorney to resolve situations where a perception exists that prosecution (or non-prosecution) of the case conflicts with the city's interests.

18 Cal. Gov. Code §36900, subd. (a); 79 Ops.Cal.Atty.Gen. 221 (1996); 65 Ops.Cal.Atty.Gen. 330 (1982); 20 Ops.Cal.Atty.Gen. 234 (1952).

19 Cal. Gov. Code § 41803; *Montgomery v. Superior Court* (1975) 46 Cal.App.3d 657, 667-668 [“[T]he city attorney of a general law city has ‘prosecutorial responsibilities’ only when ‘required’ by the city council to perform them.”].

20 See Cal. Gov. Code § 41803.5.

21 79 Ops.Cal.Atty.Gen. 46 (1996).

22 *Brady v. Maryland* (1963) 373 U.S. 83.

23 *Berger v. United States* (1935) 295 U.S. 78.

► PRACTICAL ADVICE

Should the city attorney's office prosecute a case involving a council member defendant?

Generally, no. If the city attorney is a subordinate officer of the city council, then recusal is recommended to avoid at least the appearance of a conflict.

Should a city attorney's office create ethical walls to wall-off prosecuting attorneys from the rest of the office?

Yes. While there is no controlling authority requiring such an approach,²⁴ creating separation could be helpful in dealing with the many conflicting ethical issues that arise between the office's prosecutorial work and traditional city attorney work.

E. Varied Appointment Structures and Different Relationship Dynamics

The vast majority of city attorneys are appointed by city councils. In larger cities, city attorneys are frequently city employees; however, many city attorneys, particularly in smaller cities, are members of private law firms under contract with the city. A small number of city attorneys are elected to their positions, with an even smaller number appointed by the city manager.²⁵ Some city attorneys serve for a specified term, but most serve at the pleasure of the appointing authority.

Attorneys appointed by the city manager or elected by the voters may have a different relationship with the city council than those appointed by the city council. Appointment by the city council may create a more traditional employer-employee relationship and, at times, loyalties and reporting obligations may become blurred.

Elected city attorneys are likely to have a greater sense of duty to the public, who they "serve" and who elected them. In practice, this can take many forms. For example, elected city attorneys are much more likely to conduct public forums, issue public opinions or reports on matters of community interest, and provide information connecting residents and constituents to pro bono legal services. The relative "independence" of the elected city attorney from the city council (who, after all, cannot fire them) can also lead city attorneys to be more direct and emphatic in communicating their legal advice. That said, essentially all of the duties and requirements applicable to appointed city attorneys apply to elected city attorneys. Although the elected city attorney is *accountable* to the public through elections, the "city" (not the public) is the city attorney's client.

Regardless of how city attorneys take office or are classified, they remain the chief legal officers of their respective cities. The city attorney's job is to provide legal advice to minimize the city's liability and promote compliance with the law. The relationship between the city council and the city attorney is critical to ensuring that the city functions as a well-managed organization and accomplishes the public policy objectives of elected officials.

²⁴ See e.g., *People v. Byars* 77 (1978) Cal.App.3d 294.

²⁵ City councils directly appoint the city attorney in 469 of California's 482 incorporated cities. Of those, approximately two-thirds are contract city attorneys from outside firms; the remaining one-third are hired as in-house city attorneys. Voters directly elect their city attorney in ten charter cities (Compton, Chula Vista, Huntington Beach, Long Beach, Los Angeles, Oakland, Redondo Beach, San Diego, San Francisco, and San Rafael) and city managers appoint the city attorney in two charter cities (Folsom and Shafter).

II. Defining The Job, Recruitment And Selection Process²⁶

Appointing a city attorney is the beginning of a new professional relationship between the city council and the city attorney. That is true whether the city council is promoting a trusted employee from within the organization or appointing a lawyer new to the entity following a recruitment. Like all relationships, how it is formed affects how the relationship develops. A city's recruitment and selection process for its city attorney communicates expectations about the role of the city attorney, sets a tone for the relationship, and shows the community an example of how the council applies the city's values to decision-making. This chapter discusses some of the preliminary decisions regarding the role of the city attorney that the city council should consider before a recruitment, explains the various types of recruitment methods commonly employed, and provides some practical information, including a few pieces of practical advice, to aid cities in the appointment of a new city attorney.

A. Job Descriptions

The primary purpose of a job description is to outline the basic responsibilities and qualities necessary for the city attorney to perform duties effectively. The job description is frequently used in the recruitment of a city attorney, but a secondary purpose is to outline the general performance standards the city attorney will be expected to meet.

Job descriptions for city attorneys are normally broken down into four components: (1) a brief definition of the job; (2) minimum qualifications needed to enter or retain the job; (3) skills necessary to perform the job at an acceptable level; and (4) a listing of essential functions or list of typical tasks the city attorney will perform. These job components share many of the same qualities, but a city may give different emphasis to various components reflecting the differing desires of that city.

Cities considering revising their job descriptions should, at a minimum, include these four components. Thought and care should be put into writing the job description since it is often the first document the city uses to communicate with applicants about the specifics of the position. The job description should also be the basis for an integrated evaluation system.

1. Defining the Job

A city attorney's position is often defined in general terms. Many job descriptions start by defining the position in its broadest sense, such as:

- » Legal services to the city council, city departments, and various boards and commissions.
- » Professional and administrative work as the chief counsel and legal representative of the city.

²⁶ The recruitment and selection portions of this chapter do not apply to elected city attorneys.

Job descriptions often also state that the city attorney is responsible for representing the city in litigation, and for drafting all applicable ordinances, resolutions, and legal documents, and performing related work as assigned.

2. Minimum Qualifications

The purpose of the qualifications section is to clearly describe the basic minimum qualifications needed for the position. Minimum qualifications for California city attorneys include a juris doctorate degree (usually from an educational institution approved by the American Bar Association) and membership in the California State Bar. Many cities also require a minimum of five years practicing law.

Beyond these basic requirements, many cities require extensive knowledge of principles and procedures of civil law as it relates to municipal government, as well as state and federal laws, including constitutional laws affecting municipal operations. Some cities may indicate that they prefer the city attorney to have experience in particular subject areas, such as land use, personnel, or finance, depending on the particular needs of the city.

One area of controversy is whether cities can, or should, include the requirement that the city attorney lives within the city limits. Currently, cities in California cannot legally require employees to do so,²⁷ but they can require that employees live within a certain response time from the city.²⁸ (This distinction is based on the need for personnel to respond to work in the case of an emergency.) Although such a concern cannot be phrased as a job requirement, it can be a matter of contractual negotiations between a public entity and its city attorney in exchange for financial considerations, such as moving expenses or financial assistance. Recent technological advances and practices may suggest that a greater amount of remote work is possible and can be considered by each city in drafting or updating its job description for the city attorney.

The job description should expressly state that these are minimum qualifications only, in order to prevent applicants or employees meeting these minimum requirements from asserting that they are fully qualified for the position and are therefore entitled to the job.

Finally, the tasks section of a job description should outline the essential physical functions of the position. This will assist the city in complying with state and federal legal requirements related to disability accommodation, which require an employer to articulate, in advance, the employer's expectations for performance.²⁹ Many city attorney job descriptions focus on the ability to perform computer and desk jobs in a repetitious manner and the ability to sit for long periods of time.

3. Necessary Skills

The job skills component of the job description should be drafted with two thoughts in mind: (1) what are the basic, day-to-day working skills expected of the city attorney, and (2) what are the council's expectations for communication skills, not only with the city council, but with the public and staff.

The skills listed in the job description should reflect those that the city council believes its ideal city attorney should be capable of performing. It should articulate those skills through language that is precise enough to communicate the skill required, yet broad enough to encompass the many facets of that particular skill set.

Some job descriptions require that city attorneys possess only a general knowledge of legal precepts and research skills, or reference only a basic knowledge of municipal law subjects like the Brown Act, Public Records Act, and conflict of interest laws. Many job descriptions go beyond these basic skills and require specific knowledge and even "mastery" of certain municipal law subjects that are particularly relevant for the agency, such as personnel and labor relations, finance, land use, or real estate transactions.

27 Cal. Gov. Code § 50083 provides: "No local agency or district shall require that its employees be residents of such local agency or district."

28 Cal. Const. art. XI, § 10, subd. (b) provides: A city or county, including any chartered city or charter county, or public district, may not require that its employees be residents of such city, county, or district; except that such employees may be required to reside within a reasonable and specific distance of their place of employment or other designated location.

29 See e.g. 42 U.S.C. § 12102 et seq.

A growing number of job descriptions also emphasize interpersonal and communication skills, including excellent written and verbal skills. Some job descriptions simply require the ability to “maintain constructive relationships” with others, while some require the more outgoing “ability to engage” individuals or groups. The manner in which communication and interpersonal skills are described helps communicate the city council’s expectations. Many job descriptions also include knowledge of administrative principles and methods, such as goal setting, program and budget development, and the ability to administer, train, and motivate staff.

Another frequently included skill is keeping the city council informed of significant developments. Finally, many job descriptions require the attorney to be a part of the management team yet retain the objectivity and independence that the city council relies on.

Unlike minimum qualification requirements, desired skills are sometimes qualified by language that only a “combination” of some skills is required, or some skills may be designated as “preferred” versus “helpful.” Cities should avoid characterizing skills as necessary, preferred, or merely extraneous. The needs of a city — and the needed skills of the city attorney — may change over time.

► **THE “IDEAL” CITY ATTORNEY:**

- Has excellent communication and analytical skills and excels in a fast-paced and dynamic environment.
 - Has experience in the broad range of municipal law including, but not limited to open government, land use, public safety, finance, and employment law/labor relations.
 - Stays current in municipal law, is well versed in “the art of the possible” and is willing to engage in creative problem solving to best meet the city’s needs.
 - Views the city attorney’s role as being more than providing legal opinions; views the role to also be an advisor, sounding board, confidant, and a resource; is easy to talk with, recognizes the importance of retaining trust and confidence and, is responsive and accessible.
 - Acts as an advisor to council and staff, rather than a policymaker.
 - Is not naïve about politics but doesn’t “count the votes” prior to making a recommendation; can be counted on to provide his/her best professional advice on all legal issues; is politically astute, but not political.
 - Will recognize what the council and/or staff are trying to achieve and helps them reach their objective as closely as possible.
 - Is bright and a critical thinker who is both analytical and creative. Understands details as well as concepts and is a quick study regarding issues new to him/her.
 - Is confident and not afraid to assert himself/herself when necessary and has the courage of his/her convictions.
 - Knows when to argue and when to settle without unnecessarily giving away city resources and knows when and who to ask for specialized legal assistance.
 - Is an excellent communicator, including speaking, writing, and listening, who can make legal issues and options understandable to laypeople.
-

4. Essential Functions

What is considered essential will vary from city to city, but the following items usually are among the functions considered essential to a city attorney position.

1. Attends meetings of and provides advice to the city council and its boards and commissions.
2. Provides legal advice to city executives and managers on a wide range of laws and regulations.
3. Provides day-to-day leadership and works with staff to ensure a high performance, customer service-oriented work environment which supports achieving city objectives and service expectations.
4. Represents the city in hearings before administrative bodies and state and federal agencies.
5. Plans, organizes, controls, manages, and evaluates the work of the city attorney's office and its staff.
6. Drafts and reviews ordinances, resolutions, contracts, leases, deeds, and other legal documents and instruments.
7. Keeps abreast of developments in the law and makes recommendations for changes in city policies, practices, and ordinances in order to comply with legal requirements.
8. Directs or conducts research and writes or reviews opinions on issues of concern.
9. Enforces city ordinances and regulations.
10. Manages all legal services, including litigation.

B. Recruitment

Different cities have different needs for legal services, and a city's need for legal services may change over time. Accordingly, each time a city faces a vacancy in the city attorney position, it is worthwhile for the city council to consider whether the city attorney should be full-time or part-time and whether the city attorney should be a city employee or an independent contractor. Once the city council agrees on the nature of the position it wishes to fill, the search for the right candidate can begin. There is no one right way to conduct a successful recruitment or to select a city attorney. There are a few tried-and-true methods, however. These are the three most common: (1) through in-house personnel specialist; (2) through a professional recruiter; or (3) by the council members themselves. Discussed below are some issues common to all methods as well as a discussion of each.

1. Define the post: What type of city attorney position? Full-time or Part-time? In-House or Contract?

There are two main models for city attorneys in California: the city attorney can be either a full-time or part-time city employee (similar to the city manager) or the city may contract with an individual lawyer through a law firm to serve as city attorney, in which case the city attorney is an independent contractor.

Before initiating the recruitment of a city attorney, the city council should consider the position in light of the city's specific need for legal services. Whether a city is replacing an in-house city attorney or a city attorney appointed through a contract with a municipal law firm, the city council has the option of changing the type of city attorney arrangement based on what would best serve the city at that time. Each model has merits.

One obvious consideration is cost. The best way to assess the cost differences between the two models (in-house and contract) is to understand the city's requirements for legal services. No city attorney can provide every type of legal advice a city may require. The legal profession includes areas of specialty, such as water rights, bond counsel, bankruptcy, real estate, criminal prosecution, and litigation. While city attorneys concentrate on general municipal law (and individual city attorneys may have expertise in additional specialized areas), it is common for a city occasionally to require the services of a lawyer who specializes in a particular area. Indeed, the California Rules of Professional Conduct governing the legal profession prohibit lawyers from giving advice outside their area of competence. The city attorney budget generally will

include funds for specialists, depending on the current activities of the city. The scope and type of legal services are key factors in evaluating costs.

The other item that drives the cost of city attorney services is the council's meeting habits (does the council generally conduct business at regular meetings or does it hold numerous special meetings) and the number of city commissions and boards that require legal attention. With an understanding of the amount of daily general work and the city's demand for specialized services, the council is better able to determine which model of city attorney services makes sense for the city.

An in-house office requires more than salaries and benefits for the lawyer(s). City attorneys need access to legal research tools (subscriptions to codes and online platforms), clerical assistance, office and electronic equipment, bar dues, and registration for mandatory continuing legal education courses. Many such costs are typically borne by the city. These overhead costs should be considered in light of the volume of work to be performed by the city attorney(s). For some cities, a full-time city attorney and deputies make economic sense. For other cities, considering these same factors leads to the conclusion that it is more cost-effective to retain a full-service law firm to provide city attorney services.

Cost is not the only factor to consider. City councils should evaluate whether they want the city attorney to be a fully integrated member of the management team. If so, this objective may be best achieved by having the attorney be a city employee because that arrangement affords the benefit of a full-time presence in city hall. Some contract attorneys maintain office hours in city hall, which can provide some of the informal contact associated with an in-house office. The flip side of integration can be greater independence. The city attorney can serve as a check on city administration. While the relationship between the city attorney and the city manager/administrator should be cooperative, each still functions independently. Other considerations with respect to which model is best for the city include assuring that the city has adequate backup for when the city attorney is on vacation or otherwise out of the office, the availability of the city attorney on quick notice, and the community's expectations of the city attorney's functions.

Once the city council determines which model is best for the city and what are the priority characteristics of a city attorney, the city is ready to recruit for the position.

2. Recruitment: How to Get the Right Applicant Pool

Hiring any professional (doctor, accountant, lawyer, etc.) is tricky because you need the professional to know things you do not. This makes it hard to determine whether the candidate is the right professional to hire. When it comes to appointing a city attorney, city councils face this same dilemma to one degree or another.

If there is one reliable indicator of a good candidate, it is this: active participation in the Cal Cities City Attorneys Department. The municipal law practice area is a distinct profession. The City Attorneys Department has developed Ethical Principles — grounded in an attorney's professional responsibilities — to address the proper conduct of a city attorney.³⁰ The City Attorneys Department provides plentiful and relevant continuing legal education for city attorneys to keep them abreast of developments in the field of municipal law. The City Attorneys Department has developed numerous resources covering virtually every aspect of municipal law to assist one another as colleagues. Practitioners that actively participate in the City Attorneys Department have access to those resources required to provide cities with quality legal services.

a. Needed characteristics

- » Licensed and competent to practice law in California.
- » Familiarity with the specific issues facing the city.

³⁰ The Ethical Principles adopted in 2005 are attached as Appendix A. The Ethical Principles annotated with the updated Rules of Professional Responsibility adopted in 2018 can be found here: <https://www.cacities.org/Resources-Documents/Member-Engagement/Professional-Departments/City-Attorneys/Library/2019/2019-Spring-Conference/5-2019-Spring-Montes-Ethical-Principles-for-City>.

- » Able to provide understandable legal advice (both orally and in writing) that apprises city decision-makers of the legally available options and risks.
- » Relevant experience which generally means at least five years of municipal law experience.
- » For in-house city attorneys, managerial skills, including budgeting, law office administration, and supervision of staff.

b. Additional Considerations

- » Rapport with the council and staff.
- » Commitment to serving the city without favoritism or a personal agenda.
- » Litigation experience (either in the courtroom or as a supervisor).
- » Areas of legal specialties.

c. Finding Applicants

- » For an in-house position, the typical pool of qualified applicants includes experienced city attorneys, assistant or deputy city attorneys, county counsels and their assistants and deputies, and attorneys practicing in law firms that specialize in municipal law. There are a number of standard places where such job announcements are placed including the City Attorneys Department’s City Attorney Community,³¹ *Western City Magazine*, and publications focusing on government jobs. A job announcement is often also promoted on social media.
- » For a contract city attorney position, typically a request for proposals (RFP) is prepared and sent to qualified firms and otherwise posted in the places the city usually posts solicitations for professional services. Unlike other professional services, however, a specific provision of the Brown Act allows the city council to interview and consider the proposals in closed session when appointing a person through a law firm to serve as the city attorney (a city official).³²

C. Managing the Process

As mentioned above, there is no required approach to recruit for a city attorney; although, any approach used must be mindful of the Brown Act constraints discussed below. City councils have chosen methods that make the most sense for their cities, generally taking into account the cost, custom, available resources, and desired level of control. This discussion item may be placed on a meeting agenda and discussed at an open and public meeting. The key components of a recruitment process are:

- Prepare a job announcement with a description of the position.
- Publicize the vacancy and solicit applications.
- Vet applications and identify those candidates recommended for interviews. (Sometimes this includes a screening interview by phone.)
- Liaison with candidates to arrange for interviews.

The three most common approaches are:

1. **In-House Human Resources/Personnel.** Most city recruitments are handled by the in-house human resources/ personnel department and a city attorney recruitment can be handled in the same way.
2. **Using Recruiters.** Professional recruiters can be used when the in-house department may not have the resources to conduct the kind of in-depth, statewide recruitment efforts a city council requires to create a robust pool of candidates.

31 Available to City Attorneys Department members at communities.calcities.org.

32 Cal. Gov. Code § 54957, subd. (b)(1).

Recruiters often maintain contact with a variety of city attorneys with varying skill levels and expertise. They are in a good position to judge the available candidates in the job market and how those candidates fit the profile the city council has of its desired city attorney. Because of their knowledge of the job market, recruiters are also able to advise city councils as to what compensation and benefits package may be necessary to entice the best candidates.

City Council Subcommittee. Some city councils prefer a hands-on approach for their direct hires and use a council subcommittee to perform some or all of the management tasks required for the recruitment process. Once a subcommittee of the city council has been appointed to perform recruitment duties, the subcommittee generally works with the city manager or human resources/personnel department to complete the recruitment process.

► **PRACTICAL ADVICE:**

Courts narrowly construe closed session exceptions, allowing only discussion and action directly related to the purpose of the exceptions. The purposes of the personnel matters exception to the open meeting requirements of the Brown Act are (1) to protect the employee from public embarrassment and (2) to permit free and candid discussions of personnel matters by a local governmental body. Case law directly supports closed session discussion about the method of conducting an individual employee's evaluation. The courts have not considered the application of this exception to the method of recruitment. The city council may only discuss such matters if necessary to permit free and candid discussion of a personnel matter.

► **PRACTICAL ADVICE:**

Sometimes a city will use a preliminary interview panel — which can be composed of city executive staff or city attorneys from other cities — to provide feedback to the city council or to limit the number of candidates for the city council to interview. Although rare, a constituent's advisory panel may conduct interviews. However, this process may raise problems. It could create the perception that the selection of the city attorney will turn on political issues rather than professional abilities. Such panels eliminate the city's ability to ensure that candidate applications will be kept confidential. This is important because some candidates request confidentiality to avoid a negative impact on their current employment, especially if not ultimately selected for the position.

C. The Brown Act: Navigating the procedural rules

The recruitment of a city attorney often presents an additional challenge because the city attorney is usually responsible for assisting the city in satisfying the procedural requirements of the Brown Act. In some circumstances, no city attorney is available for that function. The requirements are straightforward, though, and summarized here. Two provisions of the Brown Act address the types of discussions and decisions that may occur in closed session.

1. Brown Act section 54957(b)(1): closed sessions to appoint or employ

The Brown Act allows the city council to meet in closed session to consider the appointment or employment of a city attorney. Any action taken to appoint or employ must be reported in the public session and the report must include the vote cast by every member present in the closed session.³³

Under this rubric, a city council may in closed session:

- » Decide which questions to ask and how to conduct an interview.
- » Decide which candidates to interview.

33 Cal. Gov. Code § 54957.1.

- » Conduct interviews of candidates.
- » Discuss the candidates.
- » Decide which candidate to appoint.

Discussions and actions that cannot be done in closed session include:

- » Consider requests for proposals from recruiters, interview potential recruiters, and approve a contract with a recruiter. Such activities must be done in open session if done by the city council.
- » Designate an ad hoc committee to oversee the recruitment.
- » Discuss or negotiate salary or other compensation directly with candidates. Such discussion or negotiations could be done through a surrogate/designated labor negotiator (e.g. the human resources director, recruiter, city council subcommittee).

Discussions and actions that should be done in open session, unless the city council determines an exception applies in consideration of specific facts:

- » Which method of recruitment it wants to use.
- » What the ideal characteristics of a candidate would be.

► PRACTICAL ADVICE:

Some recruiters propose to speak individually to each council member in order to develop the profile of an ideal candidate. This procedure likely violates the Brown Act because it uses the recruiter as an intermediary to form a council decision. A discussion of an ideal candidate can be had with the recruiter in open session as part of the posted agenda.

► PRACTICAL ADVICE:

A contract city attorney is considered an “employee” for purposes of the Brown Act because the individual functions as a city official. Contract city attorneys are still independent contractors for the purpose of employment law. The application of the Brown Act is expressed in the statute.³⁴ Other independent contractors or special counsel hired by cities do not function as appointed officials and are not “employees” for the purposes of the Brown Act provisions relating to personnel closed sessions.

► PRACTICAL ADVICE:

The contract between the city and the new city attorney — whether it is an employment contract for an in-house lawyer or a contract with a law firm that designates a city attorney — must be considered and acted upon in open session. Because of this, appointments made in closed session should be “subject to an acceptable agreement between the parties.” Alternatively, the appointment action can occur in conjunction with contract approval as part of the open session agenda.

³⁴ Cal. Gov. Code § 54957(b)(4).

► **PRACTICAL ADVICE:**

An interim city attorney may be appointed in closed session. The same rules apply, including that the contract with the interim city attorney must be approved in open session.

2. Brown Act section 54957.6: closed session to instruct council's designated negotiator regarding salary and benefits

Once a leading candidate is identified, the city should negotiate the terms of the proposed employment or engagement contract before making an appointment. The Brown Act allows the city council to meet in closed session to review its position in negotiations and give instructions to its labor negotiator. The Brown Act authorizes closed sessions for this purpose for unrepresented employees as well as unions. This is the only method that a city council may use to negotiate with a city attorney candidate.

Under this section, a city council may discuss in closed session:

- » Salaries, salary schedules, and compensation paid in the form of fringe benefits.
- » City's available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the city's designated negotiator.
- » The instructions to the designated negotiator, including reviewing the city's position in the negotiation.

City councils may not in closed session:

- » Designate a representative to negotiate on behalf of the city; the city's representative must be listed on the meeting agenda.
- » Take final action on the proposed compensation for the successful city attorney candidate.
- » Discuss the city's general financial situation or make decisions unrelated to the salary and compensation to be offered to the city attorney candidate.

E. Interviews

As discussed from various vantage points throughout this publication, the relationship between a city's council and its legal counsel is rooted in trust. A successful professional relationship between a city council and a city attorney depends on the council members' confidence in their attorney. While these bonds are forged over time, the interview is one important way that council members can assess the likelihood that the candidate has the skills to command confidence and earn trust.

Candidates often are already employed, and therefore, the confidentiality of the process will increase the chances of good candidates applying. Initial interviews may (and should) be held in closed session. The degree of formality of the interview is up to the city council. Many city attorneys are chosen following one interview and sometimes the city council wants to hold follow-up interviews with one or two (or more) top candidates.

Some interview questions that may solicit responses helpful to evaluating candidates:

- Describe your view of the city attorney's role with respect to the city council.
- Describe your view of the city attorney's role with respect to the staff, the city's appointed commissioners, and the community.
- How do you keep abreast of changes in the law?
- What do you do when an individual council member's actions may be in violation of local, state, or federal law?
- What areas of law are you most comfortable advising on and what are the areas where you would seek the assistance of other lawyers besides yourself?

It is helpful for the city council to meet in closed session to discuss potential interview questions and designate standard questions to ask each candidate. It is useful to be able to compare responses. Less structured discussions often take place, but this usually occurs after the standard questions have all been asked. Council members should record their impressions and some cities use a numerical score for each candidate. Following the interviews, the recruiter or human resources/personnel director may assist the city council in ranking the candidates or the city council may deliberate on its own.

F. Selection Factors

1. *Which applications to consider*

Selection criteria include both the minimum criteria and ideal characteristics. Experience suggests the minimum criteria should be carefully determined and then strictly adhered to at the initial screening phase. Part of the challenge of hiring a new city attorney is that the city council won't be familiar with all of the technical skills or necessarily able to assess whether a candidate has skills that may compensate for weaknesses. All things considered and in light of the consequential nature of the appointment decision, basic threshold qualifications tend to produce a qualified pool of applicants. Typical minimum criteria for a city attorney:

- » A member in good standing of the California State Bar.
- » No history of discipline by any state bar.
- » Law degree from an accredited law school.
- » At least five years of relevant (preferably increasingly responsible) experience doing work comparable to a city attorney.

2. *Which applicants to interview*

The selection of candidates to attend council interviews should be based in part on objective criteria. These may include specialization in practice areas that are in high demand in the city (e.g., land use, employment and labor, public works, coastal, and ethics/conflicts of interests), or years of service in a comparably sized city (large and small cities tend to have different roles for the city attorney), or familiarity with the region. As is true for all hiring decisions, time spent defining criteria and then relying on the criteria to make decisions creates a fairer selection process, which leads to better outcomes. The goal is to avoid bias or inconsistency in the process.

While a city council is free to interview any number of candidates it wishes, ordinarily the three to five candidates the majority of council members are most interested in learning more about will provide a sufficient candidate pool to draw from. A careful consideration of all applicants should precede the decision to narrow down the field to those who will be offered initial interviews. It also is worthwhile to identify one or two candidates the city council would add to the pool should one of the initial group of candidates withdraw from consideration or, if after the interviews, the city council is still uncertain about who it wishes to appoint.

It is common, but not routine, for the city council to hold a second interview of its top one or two candidates before making a final decision. The second interview is usually less formal and provides an opportunity to follow up with questions that may have arisen during or after the interviews.

3. *Which candidate to appoint*

The right city attorney makes a big difference for any city. A professional city attorney is trained to assist the city council in understanding the legal risks and options for the decisions it makes. No doubt the city council will be looking for the candidate that is the right fit for the city at the time of appointment. Not every city council gets the chance to appoint a city

attorney. Longevity and stability are the rewards to a community when a city council makes a good choice. Some abilities a city council might consider valuable are these:

- » Interpret and apply various state codes, federal law, and local ordinances.
- » Conduct legal research; prepare sound and practical legal opinions.
- » Analyze and prepare a wide variety of legal documents, including ordinances, resolutions, and contracts.
- » Handle stressful or sensitive situations with tact and diplomacy.
- » Communicate effectively in both oral and written form with city officials, the court, representatives of outside agencies, and the public.
- » Complete varied assignments within a narrow time frame.
- » Establish and maintain effective working relationships with those contacted in the performance of required duties.
- » Inspire confidence and respect for legal advice.
- » Present legal advice skillfully and professionally to staff and city council and be able to work as part of a team to advance the city's objectives and interests.

Certainly, the depth of a candidate's legal knowledge and experience in municipal law must be a factor in choosing a new city attorney, but the city council also should consider the ability to communicate advice clearly, the availability, and work style of the candidate, and the candidate's demonstrated commitment to the values of the city such as local control, government transparency, inclusive government, and fair decision-making. Such a candidate will most likely be able to reflect the city council's values in the manner in which he or she performs the functions of a city attorney.

► **PRACTICAL ADVICE:**

There are some differences between in-house and contract city attorneys with respect to appointment considerations. For example, the city council should consider the supervisory skills for an in-house city attorney who will be supervising the work of others. For a contract city attorney, the council would consider the candidate's time-management practices and firm resources. The contracts are different between the two as well. See Appendices B and C for sample contracts.

G. Negotiating the Employment Relationship

Once a preferred candidate has been identified, the city council and the selected city attorney candidate should determine how to memorialize their employment relationship. A negotiated employment agreement has the advantage of providing both parties with an up-front, mutual understanding as to the length of employment, salary, benefits, and working conditions.

Some cities have provisions for the terms and conditions of the city attorney's employment addressed in the city charter, municipal code, council resolutions, personnel rules, or even in the job description. As a result, the city council may prefer to rely on these documents instead of having an employment agreement with the city attorney. Even in those situations, however, an employment agreement acknowledging, clarifying, or supplementing the provisions in those other documents may assist both the city council and the city attorney in reaching a better mutual understanding about their relationship.

One of the biggest challenges for both the city council and the city attorney is deciding who should negotiate an employment agreement on behalf of the city. The city council may consider utilizing the services of one of the following to assist in the negotiations: one of its members, a council subcommittee, the city manager, human resources/personnel director, recruiter, or an outside employment attorney.

The city council should base its decision on who has the requisite experience in such negotiations and who will best represent its interests in defining its relationship with the new city attorney. If the council selects a non-attorney to negotiate the agreement on its behalf, it should consider having an independent attorney well-versed in public employment law review the agreement before it is finalized and executed.

The city attorney also has to decide on who and how to negotiate the employment agreement. The city attorney may choose to negotiate the agreement on their own behalf or hire a third party. If representing themselves, however, the city attorney may find it helpful to consult with a knowledgeable outside advisor before — and maybe during — the actual negotiations.

City attorney employment agreements vary greatly as to the substantive provisions they include. Whether the city attorney is in-house (i.e., an actual employee of the city) or an independent contractor will greatly affect what the employment agreement should cover. Sample provisions for both in-house attorneys and contract attorneys are set out in Appendices B and C.

III. Maintaining an Effective City Council/City Attorney Relationship

The relationship between a city attorney and a city council exists on several levels, which could include — attorney and client, employee and employer, and advisor and policymaker. Councils and city attorneys should spend time at the outset of the relationship — and periodically throughout — to ensure role alignment, clear expectations, and open communication.

This chapter considers several aspects of the relationship that should be considered by the parties to maintain and strengthen the attorney-council relationship and the quality of legal services provided, whether by in-house or contract city attorneys.

A. Starting the Relationship

Whether it involves a new city attorney or a new council member there is a transition period for both parties during which it is important to establish clear and common understandings of roles and expectations for interactions with individual council members and the council as a whole.

1. New City Attorney

When transitioning to a new city, or even a new role within a city, a city attorney will naturally have many questions about the city council and its expectations of the city attorney. The answers to some of these questions may be learned by a careful review of key city documents, often found on the city's website. Depending upon the city, such documents may include:

- » Charter and municipal code provisions referencing the role of the city attorney (appointed or elected; supervised directly by the council or by the city manager).
- » The city attorney department web page (mission statement, budget, organizational and departmental structure, and staffing levels and assignments).
- » City council policies or procedures regarding the city attorney's role in legal administration, interpretation, or compliance.
- » Council adopted priorities, major city goals, projects, platforms, or objectives.
- » Adopted financial plan or budget documents.

Once publicly available information has been reviewed, a new city attorney may glean additional information by talking with members of the city council or city staff and observing council meetings or other city public forums or meetings.

Attached as Appendix D is a list of issues broken down by typical city departments and issue areas that may be useful as a city attorney roadmap to use during orientations with department heads, as well as the city council. This may be helpful to council members in understanding the breadth of issues in which the city attorney will be involved.³⁵

► **PRACTICAL ADVICE:**

Questions a new city attorney may want to ask directly of the council members and city manager shortly after being hired include:

- What are the city council's priorities? This allows the city attorney to understand the direction the city council, as a body, wishes the city to go and seek additional context or refinement that could be important for the city attorney in advising council and staff.
- Are there areas where individual council member priorities have significantly diverged, or are in conflict with majority direction? Along with getting to better know the individual council members, this allows the city attorney to understand where an individual council member may differ from the city council as a whole and manage expectations surrounding individual objectives versus majority direction.
- Are there any relationship issues between council members? With the city council and the city manager? This helps the new city attorney navigate potential areas of tension between council members and or with the city manager. It also sets expectations about the city attorney's role in ensuring neutrality and equitable treatment of all parties.
- What is the best mode of communication with council members? Do all members look at email regularly? Are there differing preferences for verbal or written communications? On any city council, there will likely be some members who prefer written communications to verbal, and vice versa; some who prefer short discussions of options and others who prefer to get into all the details; and some who have a deeper background about legal processes and issues than others. For a city attorney to effectively communicate with individual council members, their message needs to be heard and understood, which is facilitated by the city attorney tailoring their method of communication to best suit the specific situation or council member, while ensuring that all members have access to complete and consistent information.
- Does the city council have rules of procedure? Does the city council look to the city attorney as the meeting parliamentarian? Each city has its own set of unique procedural rules; knowing what they are and preparing in advance helps minimize the possibility of getting tripped up at a meeting.
- How often has the city council been receiving written updates or status reports from the city attorney, if at all, and is the city council satisfied with past practices or would like to see changes? The city attorney's predecessor may have set a series of expectations about communicating information to the city council, and knowing those expectations allows the new city attorney to determine whether to maintain, enhance, or alter existing practices.
- Do any of the council members have a unique conflict of interest issues? Are there maps showing where they each live and lease/own property, or have they received prior FPPC advice on particular issues? Related, what is the city council's expectation of the city attorney in identifying potential conflicts (e.g., does the council expect the city attorney to proactively monitor the agenda and conflict maps for council members to identify potential conflicts, or do individual council

³⁵ The Department would like to acknowledge retired San Pablo City Attorney and past City Attorneys Department President Lynn Tracy Nerland for compiling the checklist provided for reference here with input from city attorneys Sheryl Schaffner and Hilda Cantu Montoy. This list is meant to evolve so City Attorneys Department members are urged to make it their own and to share their insights with the City Attorney Community.

members assume that primary responsibility)? Knowing potential conflicts of interest issues in advance helps the city attorney ensure that council members do not inadvertently participate in an item on which they are precluded from doing so and that the city attorney has inadequate time to analyze and advise on potential conflicts.

- Do all council members have a baseline familiarity and comfort with fundamental California municipal law concepts (i.e., the Brown Act; California Public Records Act; Political Reform Act; and Government Code section 1090)? If this familiarity and comfort is not present, the city attorney should determine any training or legal support needs

Given different city council member communication preferences, the city attorney may wish to prepare an executive summary or bullet points as a cover sheet to a more detailed discussion of a particular issue.

2. New Council Member

A different transition occurs when there is a new city council member. For the new city council member, particularly one who is new to municipal government, the transition includes learning about the city and, for our purposes, the city attorney, both as an individual and as to their role in the organization. (See Chapter 1.)

There are many city attorneys who find themselves working for a city council with no members who initially hired them. This means that a majority of their city council may not know much about the city attorney or their representational role in the organization. Thus, anytime there is a transition in council members, it is important that the city attorney ensure that all council members have a sufficient baseline understanding of legal issues and their consequences to make knowledgeable and legally defensible decisions.

Many cities have an orientation package for the new council member, which the city attorney can augment.³⁶ The orientation materials often begin with the role of the city attorney, the nature of organizational versus individual legal representation, and the legal and organizational structure of the city, both internally and in relation to other local and regional agencies. Orientation materials should, at a minimum, also include:

- » Introductions to key public transparency and ethics laws like the Brown Act, Public Records Act, public ethics laws, (e.g., AB 1234) and conflicts of interest.
- » Overviews of city council procedures and rules of order.
- » Overviews of confidentiality obligations and closed session rules.
- » A basic overview of the structure of the city's municipal code, and an explanation of ordinances, and resolutions.
- » An explanation of the distinction between legislative and quasi-judicial actions, as well as public hearing and due process requirements.
- » An overview of pending or anticipated litigation, including basic procedures, laws, and defenses governing lawsuits against the city.
- » An overview of significant issues on which the office is advising.

Depending on the new council member(s), it may be best to break these topics into several shorter meetings, rather than one marathon session. It also is very helpful to include links to Cal Cities and other instructive resources in the orientation materials, so that council members can refresh on guidance as issues arise, and explore rules and concepts discussed in greater depth.

³⁶ At the City Attorneys Spring Conference in May 2019, the City Attorneys Department Attorney Development and Succession Committee gave a presentation on developing the City Council-City Attorney relationship. Examples of orientation packages and other useful materials may be found in that presentation, which is available in the City Attorneys Paper Database at <https://www.cacities.org/Resources-Documents/Member-Engagement/Professional-Departments/City-Attorneys/Library/2019/2019-Spring-Conference/5-2019-Spring-Steiner-Nerland-Essential-Skills-De>.

Providing council members with easy access to the tools to support their success, and encouraging new council members to communicate early and often with the city attorney about any questions or concerns will avoid — or at least reduce — the number of surprises for both parties.

► **PRACTICAL ADVICE:**

At the beginning of each calendar year, Cal Cities holds a New Mayor and Council Member Academy. If budget and time permits, the city attorney and city manager should consider attending the conference with their new council members. Along with reiterating what was said during the city attorney's new council member orientation session, the conference affords an opportunity for the city attorney and new council member(s) to get to know each other outside of a formal meeting or city hall setting and to benefit from subject matter expert presentations, as well as the perspectives and opportunities to develop support networks with other colleagues.

B. Effective Communication

Effective communication between elected officials, the city manager, city staff, and the city attorney is critical to a city's smooth operation. Early and frequent communication about proposed actions, and mutually defining clear expectations of the scope and timing of the city attorney's involvement can avoid frustration and save the city money and wasted staff resources in the long run. The following are examples of ways to promote effective communication.

1. Timely Shared Information and Confidentiality of Communications

Both the city council and city attorney must be kept informed of the other's activities. Council members should be fully advised of the importance of the attorney-client communications privilege and its purpose to advance frank and complete exchanges of information and well-informed and complete legal advice. The city attorney should emphasize, when appropriate, the confidentiality of legal analysis and the fact that no individual council member may waive the privilege held by the city. This emphasis should begin during the new council member orientation sessions, should continue throughout their terms of office, and should be expressly stated in all confidential written communications provided to the city council.

In this context, the city attorney should provide timely updates about legal issues, so the city council has sufficient information to make legally supportable policy decisions. As much as possible, this means all council members should receive the same information, at the same time, from the city attorney. Among other things, this minimizes any appearance that the city attorney is favoring one council member over another and ensures that each member has equal access to the same information, even if the council members choose to utilize or follow up on the information in different ways.

For the city attorney, being kept informed of the city's and city council members' activities is critical for the provision of complete, accurate, and timely legal advice. The city attorney should emphasize early in the relationship with every new council member the value of providing the city attorney with complete facts in a prompt manner, even when those facts may not be favorable to the council member, staff member, or the city generally. The city attorney should focus on the shared objectives of providing the best service to the community and explain how failure to timely provide important information can compromise the city attorney's ability to provide accurate legal advice and legal support for the city council's policy objectives. It is also important that the city attorney and council members reach a mutual understanding of the importance of ongoing communication and the city attorney being given notice of later changes in facts or policy direction, as such changes may alter the original legal advice.

2. Preventive Legal Advice

Among the strengths a city attorney brings to the municipal organization are the practice of preventive law, issue identification, and assistance in identifying or formulating alternatives. In other words, clear communication and certain practices when employed early may minimize costly legal exposure or risk to the city in the future and may provide a better or more defensible foundation for the implementation of the city council's desired policies or actions.

Along with early and understandable communication with the city council, examples of preventive legal advice include adding the city attorney as an initial member of a city development project team, providing staff training on new city or other agency policies and regulations, and the creation of standardized documents and procedures.

3. Communication of Difficult News

To protect the city's rights and interests, the city attorney has the obligation to provide professional opinions based on the full and unbiased facts of the situation. The city attorney's obligation to communicate includes the responsibility to fully advise their clients of facts or legal implications the clients may not want to hear. This might include the receipt of a new lawsuit, a bad result in an existing lawsuit, or the discovery of an error in a city action that requires correction or results in liability exposure.

Because both the delivery and receipt of difficult news can cause tensions, especially in moments of public scrutiny, it is important to discuss in advance the preferred method of delivery and roles and expectations surrounding the management of difficult legal advice and situations. It also is important for the city attorney to convey effectively and consistently the balance of the ethical obligations of advocacy and adherence to rules of professional conduct. As explained by the preamble to the American Bar Association's model rules of professional conduct: "A lawyer, as a member of the legal profession, is a representative of clients, an officer of the legal system and a public citizen having special responsibility for the quality of justice." Nowhere is that truer than in the legal service of the public trust.

4. Distinguishing Between Communication of Legal and Policy/Operational Advice.

One of the unwritten axioms of local government is that city councils make policy, and city attorneys advise on the legality of such policies and provide legal support for the council's lawful policy direction and actions. At times, however, a city attorney may be asked to provide policy advice or advise on an issue that involves a fine line between law and policy. For example, when a city council wants to know "can we do this and if so, how," or "if we legally can't do what we proposed, what are the alternatives to achieve our objectives?" In such cases, the line between policy and law may become increasingly less distinct.

Similarly, another local government axiom is that city attorneys focus on legal issues, and city managers focus on operational issues. Again, there is often a fine line between these two issues. Employee disciplinary matters, for example, lend themselves to closely intertwined legal and operational issues.

As the above examples provide, questions of what is a policy or operational matter, and what is a legal matter are often not easily distinguished. There should be a level of sensitivity by all parties to situations when the city attorney is asked to provide legal advice that has clear policy or operational implications. When these situations occur, the city attorney should approach the issues thoughtfully and with a conscious awareness of the respective roles of all involved. The city attorney should communicate clearly where, and why, legal advice may necessarily cross into areas of policy or operations. Finally, the city attorney should remain sensitive to the perception and be open to feedback from colleagues regarding appropriate boundaries between law, policy, and operations, and should be prepared to calibrate accordingly.

C. Tips for a Successful Relationship

For the city attorney/city council relationship to succeed and grow, each party will need to invest time and work. To make this process easier, the following should be kept in mind by both the city council and city attorney.

- Remember the city is the client. The city attorney may be aided in providing thorough and informed legal advice and alternatives by understanding individual council member motivations and preferences. However, both the city council members and the city attorney must remain constantly mindful that only the majority of the city council can speak on behalf of and direct the actions of the municipality and it is the obligation of all representatives of the city to implement lawfully adopted majority policy. The city attorney must continually convey that they do not represent any one council member, but the council as a body and as the authorized representative of the organization as the client. See Chapter I for a detailed discussion about who is the client.
- Remember everyone is on the same team. When the city attorney identifies potential legal problems, it is to protect the city and to support and ensure defensibility of lawful policy objectives, not to delay or stop the city's goals. (See communication of difficult news.)
- Consult and confer on complex issues sooner rather than later, so that any legal input can be meaningful and well informed by facts known to council members.
- Do your homework. Be prepared when speaking with one another, so that everyone's time is respected and well-spent and the legal advice sought and provided is of the highest caliber possible. It should be noted, however, that there will be times that the city council may not have had the opportunity to review the subject materials, or the matter may be one of first impression for the city attorney, and additional research will be required before a final legal opinion may be issued. Patience is advised in both instances.
- Be clear about expectations and priorities. Remember and acknowledge that the priorities of one council member do not necessarily reflect the priorities of a council majority.
- Given the complexity of many legal issues, the city attorney needs adequate time to research issues and answer questions; conversely, the city attorney must not lose sight of the need to provide timely legal advice on often publicly contentious topics.
- Recognizing the continuing budget challenges faced by local governments, provide the legal staff with the necessary tools to do the job requested. At the same time, the city attorney should be realistic with their budgetary requests and prepared to articulate the need for and benefit of requested resources. It can be difficult to understand the value of preventive law in avoided costs and legal exposure, but the cost of avoided liability and adverse judgments are significant and obvious.
- To ensure the most accurate legal opinions, the city council should disclose to the city attorney all pertinent facts and objectives; incomplete information or undisclosed objectives yield lower quality legal advice and alternatives. (See shared information.)
- Understanding the frustration associated with an "it depends" response to a legal question, recognize that a concrete answer is not always possible when the law is not clear-cut. In responding to questions on complex or ambiguous matters, the city attorney should do their best to explain why a concrete answer in certain instances is not possible and provide their best professional judgment and advice as to potential risks, benefits, and legal vulnerabilities to support informed council decision-making and permit policymakers to accurately assess and balance risk and reward.
- Work together to reinforce the fact that the city attorney is an independent and objective legal advisor, and not a policymaker or manager of operations. Where matters have policy and/or operational implications, council members and the city attorney should agree on the process by which to engage the city manager or appropriate staff in communications, analysis, and decision-making.

- Recognize the complexity of running a city and the unique aspects of the other's job, and therefore accommodate the inevitable learning curves for a new city attorney or council member.
- Conduct oneself professionally, and be respectful of others, both in and out of council meetings. For example, listen to and respect all points of view, even though another's viewpoint may be contrary to one's personal point of view. In short, attack facts and issues, not people.
- Retain an open mind regarding issues and facts and put aside personal feelings in favor of focusing on duties to the public and the purpose of public service to achieve the common good.
- Offer mutual respect for the city attorney's legal opinion and the council's policy objectives and direction, while appreciating that sometimes reasonable people may differ based on their respective roles and risk tolerances.
- Work together to identify and inform the city attorney of potential conflict of interest issues as far in advance of a meeting as possible, so that enough time is available for a thorough analysis.
- Raise concerns about public meeting items in advance if possible and seek informed and respectful public discussion of areas of disagreement or ambiguity. Try to avoid the reality, or even perception, of "ambushing" one another, or staff, with issues that are known or anticipated in advance and try not to "kill the messenger" where the city attorney has an ethical obligation to provide legal advice that might be at odds with a desired policy objective.

Like any relationship, sustaining the one between a city attorney and city council requires an investment of time and commitment by both parties.

D. Performance Evaluations

1. Informal vs. Formal Evaluations

Many cities have instituted formal evaluation systems for their city attorneys, especially in-house city attorneys who are employees of the agency. This trend appears to be consistent with the increasing use of formal employment contracts between cities and in-house city attorneys. It also may be attributable to the rise in litigation by public employees against their employers. Performance evaluations for contract city attorneys appear to vary more widely in their frequency and formality.

► PRACTICAL ADVICE:

Historically, performance evaluations were rarely given to city attorneys. When they were, they were done informally, usually without the use of an outside expert. Performance feedback generally occurred only when a crisis arose or when performance issues reached the level where council intervention was required. Feedback was more situational in nature, and seldom geared to pre-established performance standards or encompassed within a job enhancement strategy. While this is still the case in some cities, more frequent performance evaluations and more formalized evaluations are beneficial to allow sharing of perspectives and expectations, as well as an opportunity to resolve issues before they become a crisis.

An informal approach to the evaluation process is to have the city attorney meet with the city council to discuss performance. This process works well where a good relationship exists between the council and attorney. If, however, there are serious performance deficiencies or tension between the attorney and one or more council members, this process can be problematic and unproductive.

There are many advantages of a formal performance evaluation process, such as a written evaluation, which could include accomplishments in relation to goals, strengths, and weaknesses. When hired, a city attorney may receive only general direction from the city council regarding performance expectations. Council members may feel they are not in a position to tell an attorney how to accomplish a desired legal result. A formal performance evaluation system can help the city

council set the goals it wants its attorney to achieve and direct, to some extent, how those goals are to be accomplished. A formal performance evaluation may also give the city attorney the opportunity to present a list of accomplishments, some of which may not be apparent to the city council. Performance evaluations may also set the stage for wage and salary or billing rate adjustments.

A formal performance evaluation can also be helpful in situations where council members are reluctant to discuss performance expectations and whether those expectations are being met or where council members have different expectations. It also may help improve communication between the city council and city attorney. Performance evaluations and periodic reviews are invaluable in assisting the city council to refine its priorities.

Finally, a formalized evaluation process helps to protect the city from potential liability. It sets out what the expectations are for the city attorney and helps avoid surprises on both sides of the table. If done correctly, it creates a paper trail documenting the city attorney's performance that may be helpful if a question of adequate performance later arises.

► **PRACTICAL ADVICE:**

The Brown Act authorizes a closed session “to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee.”³⁷ However, as explained in Chapter 2, section D of this guide, closed session discussions of personnel matters are not without limit. For a more detailed discussion of permissible closed session topics see [Open & Public V: A Guide to the Ralph M. Brown Act \(2016\)](#).

2. Types of Formal Evaluation Processes

Formal evaluation processes vary from the completion of written evaluation forms provided to city council and the city attorney, to structured facilitated sessions that rely on feedback from city council and city management in evaluating the city attorney's performance. Some may even involve what is referred to as a 360-degree performance evaluation, which includes not only council members and department heads, but also a sampling of those who report to the city attorney.

For cities that engage in a more formal evaluation process, the first step is to develop a performance evaluation form. The form should reflect the elements of the position as outlined in the job description and be tailored to accommodate any particular goals and standards that have been established between the council and the city attorney. The city attorney may be encouraged to document achievements of the prior evaluation period or to respond to council questions.

Formats for performance evaluation forms vary widely from agency to agency. Some stress a narrative system where comments on performance areas (such as “ability to interact with peers”) are entered. All of the comments may be given to the attorney or condensed to form a “consensus” opinion. Other formats have a highly rigid point-based rating system.

The next question is who should be involved in the city attorney evaluation. The city council usually participates, and input is often solicited from the city manager, department heads, or other staff who interact frequently with the city attorney. Recently, “360-degree” evaluations have become another tool used by public agencies. In a 360-degree assessment, a questionnaire or survey is provided to multiple individuals, including supervisors, peers, and direct reports or subordinates. For example, in the case of a city attorney, participants in a 360-degree assessment might include council members, the city manager, department heads, and subordinate attorneys/staff in the city attorney's office.

Finally, at the more formal end of the spectrum, some city councils choose to use an outside facilitator, both in the creation of the performance standards and in the actual evaluation of the city attorney. The services of a neutral, knowledgeable third party may assist the council in articulating reasonable expectations for city attorney performance and in determining

37 Cal. Gov. Code § 54957(b)

whether the attorney has met industry standards for such expectations. An effective facilitator can help the council in identifying the appropriate criteria and issues for assessing the city attorney's performance to ensure that the evaluation is productive and useful for both the council and the city attorney. If the evaluation may uncover attorney-client privileged information, the city council should consider retaining an attorney to serve as the facilitator to preserve confidentiality.

An outside facilitator may also be helpful where there are tensions between the city attorney and other city staff or individual council members, or significant concerns about city attorney performance. In this case, the services of a neutral third party may serve to focus a performance evaluation discussion that might otherwise be charged with personal or political agendas. For these and other reasons, in-house city attorney contracts may now contain a clause authorizing or requiring the retention of a third party to assist in the evaluation process.

3. Development and Use of Performance Measures

Some cities use "performance-based management" tools or "key performance indicators" (KPIs) as an assessment tool. "Performance-based management" sets forth specific performance measures or targets for employees or departments to achieve; performance then is gauged by comparing actual outcomes to targets. KPIs similarly create benchmark goals and measure progress towards those goals. These performance measures are more often developed in the budgetary process for measuring output and the allocation of resources.

These quantitative approaches present challenges when evaluating city attorneys and the writers of this guide urge caution in the utilization of performance measures as the primary evaluation tool for city attorneys. The city attorney plays a unique role in the city's organizational structure. The city attorney's job is primarily to give advice and counsel to staff and city council, rather than to turn out a specific number of memoranda or win a certain percentage of cases. While such numerically definable goals may provide useful input in the evaluation process, this type of quantitative measurement fails to assess the quality of an attorney's legal advice. Further, local governments who use performance-based management systems or KPIs as part of a broader evaluation process should also consider the adoption of performance measures that assess the more qualitative aspects of the city attorney position.

Effective performance measures cannot be established in a vacuum. The city attorney with the assistance of the city council must define what is valued by the organization in terms of legal services, taking into account the many factors that may be outside the attorney's control. An emphasis should be placed on the attorney's provision of quality and timely legal advice which helps the client understand the potential risks of their actions, rather than quantifiable output or specific outcomes that may not have been entirely within the attorney's control. It is important to clearly define what is being measured and to consider qualitative as well as quantitative factors.

Some performance measures to consider include:

- » **Quality of legal advice:** The extent to which the city attorney is providing advice that is helpful in informing city decision-making. Quality legal advice should be sensitive to its audience — whether expert city staff, city council members, or the public — and should make difficult legal concepts intelligible to a layperson. Where applicable, options may be presented to the policymakers, describing the risks and benefits of each approach. While attorneys cannot always provide the advice that their clients want to hear, advice should be easy to understand and delivered in a helpful manner, whether in writing or when done verbally.
- » **Responsiveness and communication:** The efficiency with which legal advice is delivered, keeping in mind that not all problems are equal in terms of complexity. When an attorney needs more time to research an issue, this should be communicated to the client.
- » **Effectiveness:** While it is important to acknowledge that in most legal disputes there are factors outside the attorney's control, attorneys may be measured based on their effectiveness in achieving their intended purposes, such as reduction in certain types of litigation, budget goals, etc.

- » **Cost:** City attorneys may be evaluated based on cost or budget, especially on the transactional or advisory side. In-house city attorneys may be asked to develop goals with respect to department and outside-counsel costs; contract city attorneys may be evaluated based on the competitiveness of their billing rates, the accuracy of their invoicing, and their ability to staff cases and issues leanly and effectively. In furtherance of performance evaluation, it is helpful to collect data on how the city attorney team spends their time in order to determine whether a particular case or department may be especially demanding of city attorney resources. While litigation is notoriously unpredictable, city attorneys may be evaluated on how well they monitor litigation costs and update the city council.

D. Issues that could affect the relationship

As with any relationship, issues will arise between the city attorney and city council that may impact how they interact. Most of the issues will be minor, but some will be more serious. This section focuses on five areas that could have negative impacts on the relationship.

1. Questionable Legal Behavior

There are times when a proposed city action may not fit within applicable legal constraints. When faced with an implementation of an objective that is unlawful, the city attorney must deliver the news as diplomatically as possible. While development of legal alternatives is strongly advised, adherence to clear legal requirements is not optional; laws must be followed to protect the city from avoidable liability. Most laws and regulations are imposed to further the public good, and public officials are required to conform their actions because it is their legal and ethical duty, and because failure to do so can have costly consequences for the organization.

The city attorney's job is complicated by the fact that the law is not always clear in a particular area. When this occurs, the city attorney must give their best professional judgment on the probable and possible legal consequences of a proposed course of action. The city attorney cannot make the law clear when it is not. As a result, city attorneys may often take what appears to be a narrow view of the city's options in a particular situation. The city attorney should acknowledge, preferably privately, when that is the case and help the city council understand the risk of other, perhaps less cautious, approaches to legal interpretation.

2. Counselor Versus Advocate

As the city's legal counselor, the city attorney's primary task is to provide the city council and staff with the best analysis and dispassionate evaluation of what the law requires or permits in a specific situation so the city can make an informed decision. However, when dealing with third parties, the city attorney may need to step into the role of advocate and vigorously argue one perspective of the law and the facts at hand.

This approach is consistent with the Preamble of the American Bar Association's Model Rules of Professional Conduct:

As a representative of clients, a lawyer performs various functions. As advisor, a lawyer provides a client with an informed understanding of the client's legal rights and obligations and explains their practical implications. As advocate, a lawyer zealously asserts the client's position under the rules of the adversary system. As negotiator, a lawyer seeks a result advantageous to the client but consistent with requirements of honest dealings with others. As an evaluator, a lawyer acts by examining a client's legal affairs and reporting about them to the client or to others.

3. Attorney's Advice

From time to time, the city council or staff may question a city attorney's advice, and it may be tempting to seek a second or even third opinion. This temptation should be resisted, unless done in coordination and consultation with the city attorney. The city attorney is the individual the city has hired (or the voters have selected) to advise the city on legal matters. The city attorney is the legal representative who is most familiar with the unfiltered facts and laws bearing on the city's actions, particularly local ordinances, internal procedures, any charter provisions, and other internal situations that may affect the analysis. If the city is sued, it is the city attorney's responsibility to defend the city.

If the need arises for a second opinion, the city council as a whole should authorize the action. If a second opinion is authorized, it is valuable to have the city attorney and outside counsel each review the other's opinion so that both may be fully informed.

4. Neutrality

City attorneys should not get involved in city council politics to preserve their role as neutral officers charged with rendering impartial opinions on legal matters. Therefore, council members should not be offended if the city attorney does not attend their fundraisers or other political events.

5. Challenges to City Attorney

From time to time, there may be litigation filed against the city that names the city attorney among others. The city attorney may request representation or indemnification by the city if the challenge is based on matters within the city attorney's scope of employment. A city attorney is acting as an employee when making such a request. The city should consider seeking legal advice from independent legal counsel as to the propriety of providing representation or indemnification.

There may be legal challenges to the city attorney that come from inside the city. If those inside challenges include charges filed with the State Bar, the city has no duty to provide the city attorney with a defense or indemnification but has the discretion to do so.

Most contract city attorneys (see Appendix B) address these issues in their legal services agreements. Some of those agreements provide for the city to indemnify the attorney and some require the attorney to indemnify the city. Most contract city attorneys also agree to provide their own malpractice insurance to cover these kinds of challenges.

IV. Separation From Service

Relationships evolve, and the city council's relationship with a city attorney eventually ends. Sometimes the relationship ends because the city attorney retires or leaves for other career opportunities. Sometimes the relationship ends because the city council wants, for whatever reason, to go in another direction (i.e., terminate the services of the city attorney), sometimes because of the city attorney's performance or because the city attorney has engaged in misconduct. Other times the relationship ends because of a medical condition that cannot be accommodated or because the attorney dies while in office.

Relationships that end in involuntary dismissal usually, but not always, have been under stress for some time. This stress can be due to performance deficiencies on the part of the city attorney or attorney office staff. Sometimes the stress is caused by interpersonal problems between the city attorney and council members or staff. Stress may be attributable to a number of external political factors affecting legal issues in the community, either through direct challenge to the city attorney by community activists or by a more indirect challenge through pressure on council members. When new individuals are elected to the city council, a change in city officials may create a desire for separation unrelated to stress or performance.

Regardless of how or why the decision to involuntarily end the relationship is made, it is often an emotionally charged development that must be addressed with respect and decorum. A termination played out in the press or in the courts benefits no one.

An amicable and uneventful ending of the relationship is fostered by the following:

A. Prepare an Employment or Legal Services Agreement that Clearly Spells out the Parties' Rights and Responsibilities

A well-crafted employment or legal services agreement that anticipates separation scenarios and clearly spells out the rights and responsibilities of both the city council and the city attorney will go a long way toward making the end of the relationship amicable and uneventful. This is particularly true for involuntary separations.

At a minimum, the agreement should clearly set out the notice requirements for a termination on the part of both parties. What form of notice is required? Written? Oral? How many days' notice is required before the termination is effective? Is there a hold on any termination action following an election to ensure that the city attorney has the opportunity to engage at least initially with new council members? All of these topics should be addressed in the agreement.

In addition, what severance pay is owed to the city attorney employee under various separation scenarios should be clearly stated in the employment agreement. Both the city council and the city attorney may each want an independent lawyer who is well-versed in public employment law to guide them through the separation process, and this is especially important for the issue of severance pay if the city attorney is an employee as it is impacted by California law. For example, state law limits severance

pay to the monthly salary of the employee multiplied by the number of months remaining on the unexpired term of the contract.³⁸ This amount is subject to an eighteen-month cap. If a city attorney is terminated with six months remaining on a contract, but the contract provides for twelve months' severance pay, state law may prohibit payment for the additional six months. In addition, severance pay may be limited to salary³⁹ and health benefit payments, but human resources professionals or attorneys with employment law experience should be consulted regarding coverage of specific benefits, especially non-cash benefits.⁴⁰ Cities with charters may have unique provisions as well.

Often there are varying separation provisions, including different provisions for severance pay, depending on whether the involuntary separation is with or without "cause." The distinction should be clearly defined in the employment agreement. Moreover, performance concerns should be addressed well in advance of any termination through a periodic performance review process. Specific reasons that may lead to termination should be identified — such as the inability to effectively perform the functions of the position or misconduct. Performance issues and concerns especially should be documented in writing, ideally in at least an annual performance evaluation, for the sake of communication between the parties and also to assure that protected class or protected activities are not the basis of an involuntary separation. When procedures are in place to deal with these issues, the termination process may proceed much more smoothly.

B. Termination and the Public's Right to Know

When it is determined that a city attorney's services should be terminated, all Brown Act procedures regarding personnel closed sessions must be followed, if the termination is other than at the conclusion of the term specified in the applicable agreement. In general, if the termination is based on performance issues, it is acceptable to simply notice a closed session on employee performance.⁴¹ If the termination is based on specific complaints and charges brought by another person or employee, the city attorney is entitled to a minimum of twenty-four hours' notice of the closed session to hear the complaints and charges.⁴² The city attorney may, however, request a public open session. Remember, whatever is said in the closed session must not be disclosed to the public.

Any press or public statement about the termination should be carefully prepared and come from the city council as a whole. Individual council members should refrain from issuing their own press releases at any point during the process. An employment law attorney should preferably review the city's statements, and the city should consider designating just one media contact person to assure cohesion and minimize misstatements. Following these protocols not only protects both parties legally, but also helps to diffuse potential jousting in the press for the upper hand.

Although a termination may be warranted, the actual separation will probably have an impact not only on the employee, but also on city staff. Be sensitive to staff perception of how the termination is handled. If the attorney is an in-house employee and there is an office staff, someone should meet with the staff to assure them of their ongoing services. Where possible, a staff attorney should be designated as the acting or interim city attorney, but in some cases an outside attorney who specializes in providing city attorney services may be suitable or necessary.

► FOR MORE INFORMATION:

Open & Public V: A Guide to the Ralph M. Brown Act (2016) provides information on the open meeting laws for local governments.

38 Cal. Gov. Code § 53260.

39 Cal. Gov. Code § 53260.

40 Cal. Gov. Code § 53261.

41 Cal. Gov. Code § 54957. See also 67 Ops. Cal. Atty. Gen. 215 (1980).

42 Cal. Gov. Code § 54957.



Chapter V

V. Conclusion

Building a productive working relationship between the city attorney and the city council takes everyone's effort. The key is to understand the unique attorney-client relationship the parties share and communicate on a regular basis. By clearly defining the parameters and goals of this relationship in the job description, covering separation details in an employment or legal services agreement, and by reinforcing these standards through annual, meaningful performance appraisals, the parties can work together to provide the quality of legal service the public expects and deserves.

Appendix A

Ethical Principles for City Attorneys¹

Adopted October 6, 2005

Preamble

A city attorney occupies an important position of trust and responsibility within city government. Central to that trust is an expectation and commitment that city attorneys will hold themselves to the highest ethical standards. Every effort should be made to earn the trust and respect of those advised, as well as the community served.

The City Attorneys Department of Cal Cities has therefore adopted these ethical principles to:

- Serve as an aspirational guide to city attorneys in making decisions in difficult situations,
- Provide guidance to clients and the public on the ethical standards to which city attorneys aspire, and
- Promote integrity of the city and city attorney office.

City attorneys are also subject to the State Bar's Rules of Professional Conduct. For an explanation of how the rules apply to city attorneys, please see *Practicing Ethics*, available at <https://www.cacities.org/detail-pages/resource/practicing-ethics>.² These aspirational ethical principles are not an effort to duplicate or interpret the State Bar's requirements or create additional regulatory standards.

The role of the city attorney and the client city varies. Some city attorneys are full-time public employees appointed by a city council; some are members of a private law firm, who serve under contract at the pleasure of a city council. A few are directly elected by the voters; some are governed by a charter. When reflecting on the following principles, the city attorney should take these variations into account.

1 When used in this document, the term "city attorney" refers to all persons engaged in the practice of municipal law. This includes attorneys in firms that provide legal services to cities on an ongoing basis that are the functional equivalent to services provided by assistant or deputy city attorneys (for example, on redevelopment and personnel issues).

2 These Ethical Principles annotated with the Rules of Professional Responsibility adopted in 2018 can be found here: <https://www.cacities.org/Resources-Documents/Member-Engagement/Professional-Departments/City-Attorneys/Library/2019/2019-Spring-Conference/5-2019-Spring;-Montes-Ethical-Principles-for-City>.

The city attorney should be mindful of his or her unique role in public service and take steps to ensure his or her words and deeds will assist in furthering the underlying intent of these principles.

Fundamental Principles

(There is no significance to the order of the list.)

Principle 1 (Rule of Law)

As an officer of the courts and local government, the city attorney should strive to defend, promote and exemplify the law's purpose and intent, as determined from constitutional and statutory language, the case law interpreting it, and evidence of legislative intent. As an attorney representing a public agency, the city attorney should promote the rule of law and the public's trust in city government by providing representation that helps create a culture of compliance with ethical and legal obligations.

Explanation. The city attorney's advice and actions should always proceed from the goal of promoting the rule of law in a free, democratic society. Because the public's business is involved, within the city organization the city attorney should consistently point out clear legal constraints in an unambiguous manner, help the city to observe such constraints, identify to responsible city officials known legal improprieties and remedies to cure them, and if necessary, report up the chain of command to the highest level of the organization that can act on the client city's behalf.

Examples

1. The city attorney should give advice consistent with the law and the policy objectives underlying those laws, but may consider and explain good faith arguments for the extension or change of a legal principle.
2. The city attorney should not attempt to justify a course of action that is clearly unlawful. Where the city attorney's good faith legal assessment is that an act or omission would be clearly unlawful, the city attorney should resist pressure to be "creative" to come up with questionable legal conclusions that will provide cover for the elected or appointed public officials to take actions which are objectively unlikely to be in conformance with the legal constraints on the city's actions.
3. The city attorney's guiding principle in providing advice and services should be sound legal analysis. The city attorney should not advise that a course of action is legal solely because it is a common practice ("everyone else does it that way"), a past practice ("we have always done it that way"), or because the risk of suit or other consequence for action is considered low.
4. The city attorney's advice should reflect respect for the legal system.
5. If the city has made a decision that the city attorney believes may be legally harmful to the city, the city attorney should encourage the city to take any necessary corrective action but do so in a way that minimizes any damage to the city's interests.
6. The city attorney should be willing to give unpopular legal advice that meets the law's purpose and intent even when the advice is not sought but the legal problem is evident to the attorney.
7. The city attorney should not only explain and advise the city on the law, but should encourage the city to comply with the law's purpose and intent.

Principle 2 (Client Trust)

The city attorney should earn client trust through quality legal advice and the manner in which the attorney represents the city's interests.

Explanation. It is difficult for the city attorney to effectively represent the city if public officials do not trust the city attorney's competence and professionalism.

Examples

1. The city attorney should use available resources to maximize his or her ability to advise knowledgeably on issues of municipal law.
2. The city attorney should be clear with individual council members and staff on the extent to which their communications with the city attorney can and will be kept confidential. The city attorney should be especially clear when confidentiality cannot be lawfully maintained.
3. Sometimes the city attorney will be asked a question during a public or private meeting and the city attorney is unsure of the answer. When time permits, the city attorney should advise that additional time is needed to research the matter and provide an appropriate response. If extra time is not available, then the city attorney should be candid regarding any uncertainty he or she feels about the answer given.
4. When a question is posed and the city attorney knows there is no definitive, clear conclusion, the city attorney should describe the competing legal considerations, as well as inform the city of the legally supportable courses of action, together with an evaluation of the course that is most likely to be upheld.
5. In the event the city attorney is asked in a public forum to provide advice that could undermine the city's ultimate position, the city attorney should seek to meet in closed session, if legally permissible, or, if time permits, provide his or her opinion in a confidential memorandum. If the advice must be given during an open session, then the city attorney must be mindful of the impact that advice given in public may have on the city's ultimate position.
6. When the city attorney has a duty to provide documents or other information to outside law enforcement authorities, he or she should do so in a way to minimize harm to the city consistent with that duty.

Principle 3 (No Politicization)

The city attorney should provide legal advice in a manner that avoids the appearance that the advice is based on political alignment or partisanship, which can undermine client trust.

Explanation. The city attorney and the city attorney's advice need to be trusted as impartial by the entire council, staff and community.

Examples

1. The city attorney should provide consistent advice with the city's overall legal interests in mind to all members of the city team regardless of their individual views on the issue.
2. Each city council member, irrespective of political affiliation, should have equal access to legal advice from the city attorney, while legal work on a matter consuming significant legal resources should require direction from a council majority.
3. The city attorney or persons seeking to become city attorney should not make campaign contributions to or participate in the campaigns of that city's officials, including candidates running for that city's offices or city officers running for other offices. For private law firms serving as city attorney or seeking to become city attorney, this restriction should apply to the law firm's attorneys.³

³ This example does not affect contributions to Cal Cities or its subsidiary bodies for educational or any other purpose, including any Cal Cities educational programs designed to prepare officials for higher office.

4. When considering whether to become involved in policy advocacy on an issue that may potentially come before the city, the city attorney should evaluate whether such involvement might compromise the attorney's ability to give unbiased advice or create the appearance of bias.

Principle 4 (No Self Aggrandizement)

The city attorney should discharge his or her duties in a manner that consistently places the city's interests above self-advancement or enrichment.

Explanation. The city attorney, by his or her acts and deeds, should demonstrate that his or her highest professional priority is to serve the city's needs.

Examples

1. The city attorney's operating and legal services budget requests should be based on the goal of efficiently serving the client city's realistic legal needs (i.e., avoid "empire building").
2. The city attorney should provide advice without a focus on garnering personal support or avoiding personal criticism.
3. While it is appropriate for a city attorneys to provide both advisory and litigation services, a city attorney should give the city a full range of reasonable options, including alternatives to litigation for resolving issues.

Principle 5 (Professionalism and Courtesy)

The city attorney should conduct himself/herself at all times in a professional and dignified manner, interacting with all elected officials, city staff, members of the public, and the media with courtesy and respect.

Explanation. The city attorney should be a role model of decorum and composure.

Examples

1. The city attorney should provide advice and information to the council and individual council members in an evenhanded manner consistent with city policy governing the provision of legal services to the city.
2. The city attorney should communicate in a way that is sensitive to both the context and audience, explaining the law in a way that is understandable.
3. In interactions with the public, the city attorney's role is to explain procedures and the law, but not engage in debate.
4. The city attorney should show professional respect for city staff, colleagues, the legal system, and opponents. The city attorney should not personally attack or denigrate individuals, particularly in public forums.
5. The city attorney should not seem to endorse, by silence or otherwise, offensive comments made to him/her about others.
6. Sometimes the city attorney will provide advice in public, either because of a city's approved practices or as necessitated during a public meeting. Such advice should be provided in a low-key, dispassionate, and non-confrontational manner.
7. The tone of the city attorney's advice and representation should not give the appearance of a personal attack on an individual, even when it is necessary to explain that a particular official's action is unlawful.
8. The city attorney should be open to constructive feedback and criticism.

Principle 6 (Policy versus Law)

The city attorney's obligation is to understand the city's policy objectives and provide objective legal advice that outlines the legally defensible options available to the city for achieving those objectives.

Explanation. The city attorney must respect policymakers' right to make policy decisions.

Examples

1. The city attorney may offer input on policy matters, but should make clear when an opinion is legal advice and when it is practical advice.
2. The city attorney should not let his or her policy preferences influence his or her legal advice.
3. If a city attorney finds it necessary to advise the city that a particular course of action would be unlawful, the city attorney should strive to identify alternative approaches that would lawfully advance the city's goals.

Principle 7 (Consistency)

The city attorney should conduct his or her practice in a way that consistently furthers the legitimate interests of cities.

Explanation. Consistency in the legal positions taken by city attorneys is vital to city attorneys' credibility with the courts, clients, and the public.

Examples

1. The city attorney should not represent a private client if that representation will necessitate advancing legal principles adverse to cities' clearly recognized and accepted interests.
2. When providing advice, the city attorney should inform his or her city of any far-reaching negative impacts a position may have on the city's own potential future interests as well as cities' interests in general, particularly when establishing legal precedent.
3. The city attorney should carefully consider whether to hire or recommend a firm that advances legal principles adverse to city interests on behalf of private clients.

Principle 8 (Personal Financial Gain)

The city attorney's primary responsibility is to serve the city's interest without reference to personal financial gain.

Explanation. An important aspect of the city attorney profession is public service.

Examples

1. The city attorney should provide the highest possible quality work regardless of the remuneration received.
2. The city attorney's representation should be based on a realistic understanding of the city's needs in light of the city's fiscal and other constraints. However, the city attorney should advise the city when additional resources are necessary to provide the level of legal services the city requires.
3. The city attorney should refrain from providing unnecessary or redundant services to the city.
4. The city attorney should never use the power, resources, or prestige of the office for personal gain.

Principle 9 (Hiring by and of City Attorneys)

The selection and retention of the city attorney and city attorney staff should be based on a fair process that emphasizes professional competence and experience. The process should not include inappropriate considerations such as political, personal, or financial ties.

Explanation. The public's trust in the quality of the city's legal services is undermined if it appears that considerations other than competence affected the decision to hire someone.

Examples

1. The city attorney should engage staff and vendors based on objective standards relating to professional competence and experience.
2. The city attorney should avoid providing gratuities to decision-makers during the pendency of decisions relating to the city attorney's employment.
3. City attorneys must keep employment negotiations separate from the city attorney's role as the city's legal advisor.
4. The city attorney should not undermine the employment of an incumbent city attorney. The city attorney may respond to unsolicited inquiries from a potential client about future representation.
5. The city attorney should maintain an office that is open to employees from diverse backgrounds and remove unnecessary barriers to success in his or her office and in the legal profession.
6. The city attorney should not award or recommend award of litigation or legal services-related contracts if the public could question whether the contract was awarded for reasons other than merit, such as the contractor (or member of the contractor) providing gifts to or participating in political campaigns of (including making campaign contributions to) officials with the power to award the contracts.
7. The city attorney should hire or recommend staff and consultants who adhere to these ethical principles and encourage existing staff and consultants to do likewise.
8. The city attorney should seriously consider refusing to represent cities that do not support the city attorney's adherence to these principles

Principle 10 (Professional Development)

The city attorney should contribute to the profession's development by improving his or her own knowledge and training and by assisting other public agency attorneys and colleagues in their professional development.

Explanation. For city attorneys to remain a vital, positive part of municipal government, members of the profession should take affirmative actions to advance respect for and proficiency by its practitioners.

Examples

1. City attorneys have a strong tradition of assisting their colleagues through formal or informal sharing of their knowledge and expertise, including active participation in Cal Cities, the State Bar and a local municipal attorney group or bar association. This tradition also includes sharing of research and opinions when consistent with protecting client confidences.
2. The city attorney should continually strive to improve his or her substantive knowledge of the law affecting municipalities through presenting or attending appropriate educational programs.
3. The city attorney should keep in mind the dynamic nature of municipal law and update his or her understanding of the law on an issue, rather than relying on past knowledge.

Appendix B:

Employment Agreement Provisions for a Full-time City Attorney

The following is a compilation of provisions from the employment agreements of California city attorneys.

Those agreements vary greatly in terms of their level of detail, order of the articles, and degree of formality, as demonstrated by the multiple alternative provisions set out for each article. In many cases, the alternative provisions set forth are mutually exclusive. Each provision is extracted from an actual employment agreement and its source and year are noted at the end of the provision.

The contract provisions below reflect the verbatim language in the city attorney contract for the city indicated. Gender references are those included in the actual city attorney contract and reflect the preferred pronouns of the city from whose contract the language was excerpted.

This compilation is not intended to stand alone as an ideal contract. Instead, the drafting of a city attorney employment agreement should be tailored to the particular needs of a city attorney and a city council.

Both the city attorney and the city council should consider seeking independent legal advice before entering into an employment agreement.

Article 1

RECITALS

COMMENT: Introductory provisions to city attorney employment agreements — often called recitals — are common, but it is not clear what particular legal significance they have. They may provide some clarity to the substantive provisions that follow. Sometimes this kind of introductory language appears before the actual articles of the agreement.

This Agreement ("Agreement" is made between _____ and the City of Alameda, California (the "City") a California charter city and municipal corporation.

WHEREAS, the City desires to employ the professional services of _____ as City Attorney of Alameda; and

WHEREAS, _____ agrees to serve as City Attorney of Alameda in accordance with the City Charter of Alameda; and

WHEREAS, both the City and _____ wish to set forth in writing the terms and conditions of _____ 's employment as City Attorney of Alameda;

NOW THEREFORE, in consideration of the mutual covenants set forth below, the City and _____ agree as follows:

(City of Alameda, 2019)

THIS AGREEMENT is between the City of Palo Alto, a municipal corporation and chartered city ("City") and _____. It is effective on the latest date next to the signatures on the last page.

This agreement is entered into on the basis of the following facts, among others:

- A. City, acting by and through its duly elected City Council, desires to employ _____ as its City Attorney, subject to the terms and conditions set forth in this Agreement, the Palo Alto Municipal Code and in the Charter of the City of Palo Alto (the "Charter").
- B. The Charter provides, among other things, that the City Attorney shall be appointed by and serve at the pleasure of the City Council.
- C. _____ desires to be employed by the City as its City Attorney, subject to the terms and conditions set forth in this Agreement, the Palo Alto Municipal Code, the Charter, the Palo Alto Merit System Rules and Regulations as they are applicable to Council-appointed officers and all other applicable laws, resolutions and policies.
- D. City and _____ desire to establish specific terms and conditions relating to compensation and benefits, performance evaluations and related matters.
- E. The City Attorney serves on an at will basis, with no expectation of continued employment.
- F. _____ desires a predictable amount of severance pay should her employment with or without cause.

BASED UPON THE FOREGOING, CITY AND _____ AGREE AS FOLLOWS:

(City of Palo Alto, 2011)

Article 2

AT WILL EMPLOYMENT

COMMENT: Contractual provisions can imply that a city attorney has a property right in employment, while most city councils anticipate that the city attorney serves at the pleasure of the city council. Many city attorney employment agreements clarify that city attorney is an "at-will" employee by stating so explicitly, as seen below.

- B. Employee understands that he is an "at will" employee under controlling law and is "at will" serving at the pleasure of the Council pursuant to Chapter 2, Article 4 of the Escondido Municipal Code. Nothing in this Agreement is intended to, nor shall it, prevent, limit or otherwise interfere with the right of Employer, in Employer's discretion, to terminate the services of Employee at any time in accordance with said laws and the provisions of this Agreement.

(City of Escondido, 2017)

G. **At Will Employment.** It is understood by and between the Parties to this Agreement that the City Attorney serves at the pleasure of the Council, and the City Attorney shall have no right to a termination hearing (except as is provided by law), or to any vested right to his position.

(City of San Mateo, 2021)

B. Employee's employment status is at-will. Employee understands and agrees that Employer may terminate his City employment at any time, subject only to the notice and severance provisions of Section 5 of this Agreement and the City Charter. Employee understands and agrees that Employer has made no implied or express oral or written assurances of continued employment with the City. Employee further understands and agrees that he has no property right in City employment and that Employer requires no cause to suspend or terminate his City employment.

(City of Santa Barbara, 2014)

Article 3

DUTIES

COMMENT: The most common city attorney contract provisions regarding duties (or "scope of duties," "obligations," or something similar) contain references to the city's charter, municipal code, or other local authority. Most also describe the duties as including assignments from the city council.

Section 2. Duties and Salary.

A. CITY agrees to employ _____ as full-time CITY ATTORNEY of the City to perform the functions and duties specified in the Charter and Municipal Code and to perform such other legally permissible and proper duties and functions as the COUNCIL may from time to time assign.

(City of San Luis Obispo, 2015)

A. City Attorney Obligations

1. Duties and Authority

The City Attorney shall be the Chief Administrative Officer of the Legal Department and shall have all of the duties, powers, authority, and responsibilities of City Attorney as the same are specifically prescribed and set forth in the City Charter and in particular Section 401 thereof and the ordinances of the City and in particular those provided in the Vallejo Municipal Code Sections 2.10.070 and 2.10.072, resolutions, policies, rules and regulations, as from time to time existing thereunder.

The City Attorney shall also perform those lawful duties and follow those lawful orders and instructions given to her by the Council when sitting at a lawfully convened meeting of the Council.

(City of Vallejo, 2020)

Section 3 – Duties

_____’s employment shall be full time. As City Attorney _____ shall perform the duties and functions of the City Attorney identified in State law, the Antioch Municipal Code, the ordinances, resolutions, policies, rule and regulations thereunder and other duties and functions as the City Council may assign. _____ agrees (1) to perform all duties and functions in a professional and ethical manner to the best of his skill and ability and (2) to use his best efforts to promote and advance the interests and the City Council’s goals and objectives.

_____ understands and agrees that the position of City Attorney is not a part time position and will require _____ to work greater than a customary forty (40) hour week. Although City Hall is generally open to the public during regular working hours, _____ shall perform his obligations as a full time City Attorney during regular work

hours and on such evenings, weekends and other times as are necessary. _____ also acknowledges that the position of City Attorney is a position of high visibility before the public and agrees that he shall conduct himself before the public and City staff, both during and outside of regular working hours, in a manner that reflects favorably on the City.

(City of Antioch, 2019)

Article 4

NONDISCRIMINATION

COMMENT: Many city attorney agreements contain a summary restatement of the law prohibiting discrimination. This language probably does not impose any greater legal obligation than existing law, but it is written evidence that the parties recognize and acknowledge that obligation.

Section 13. Nondiscrimination

Employee agrees that in the performance of Employee's functions and duties, he shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression or sexual orientation.

(City of Riverside, 2017)

11. Nondiscrimination.

Employee agrees not to unlawfully discriminate in the performance of Employee's functions and duties on the grounds of or because of race, color, religion, sex, national origin, age, marital status, physical disability, sexual orientation or any other characteristic protected under applicable law.

(City of Sacramento, 2018)

Article 5

HOURS OF WORK

COMMENT: It is not uncommon for a city attorney employment agreement to set out the city council's expectations of the city attorney in a provision covering work hours. A reference to the Fair Labor Standards Act exemption for a city attorney may clarify those expectations, but probably does not have much legal consequence.

_____ shall devote the time necessary to adequately perform her duties as the City Attorney. The parties anticipate that _____ will work approximately forty (40) hours per week allocated between regular business hours and hours outside of regular business hours including, but not limited to attendance at such community events and CITY functions as the City Council may direct. Toward that end, _____ shall be allowed reasonable flexibility in setting her own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, City Staff, and member of the community during regular CITY business hours and for the performance of her duties and of CITY business. The position of the City Attorney is an exempt position pursuant to the Fair Labor Standards Act and any other relevant provisions of federal or State law.

(City of South Lake Tahoe, 2018)

- a. The City Attorney is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Attorney's position. The City Attorney does not have set hours of work as the City Attorney is expected to be available at all times.
- b. It is recognized that the City Attorney must devote a great deal of time to the business of the City outside of the City's customary office hours, and to that end the City Attorney's schedule of work each day and week shall vary in accordance with the work required to be performed. The City Attorney shall spend sufficient hours on site to perform the City Attorney's duties; however, the City Attorney has discretion over the City Attorney's work schedule and work location, subject to the approval of the City Council.

(City of Vallejo, 2020)

4. Hours of Work

_____ shall be an exempt employee under Fair Labor Standards Act (FLSA). _____ is expected to devote necessary time outside normal office hours to the business of the City. _____'s schedule of work each day and week may vary in response to the requirements of the work to be performed. _____ is expected to be present and available during regular City business hours and in the case of emergencies and spend sufficient hours at Alameda City Hall or other City facilities to perform his duties.

(City of Alameda, 2019)

Article 6

CONFLICT/OUTSIDE EMPLOYMENT

COMMENT: Many city councils desire an explicit provision confirming that the city attorney shall work exclusively for the city with no outside employment. Some go further and prohibit various activities that the council feels might constitute a conflict of interest.

- A. The City Council desires that Employee remain in the exclusive employ of the City and to neither accept other employment nor to become employed by any other employer. The term "employ" shall not be construed to include occasional teaching or writing, or as may be agreed to by the City Council in writing.
- B. Employee shall not engage in any activity which is or may become a prohibited conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City of Redwood City except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City. For and during the term of this Agreement, Employee further agrees, except for a personal residence or residential property acquired or held for future use as a personal residence, not to invest in any other real estate property improvements within the corporate limits of the City of Redwood City without the prior consent of the City Council.

(City of Redwood City, 2016)

2.2. No Conflict. _____ shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of her duties under this Agreement. _____ acknowledges that she is subject to the various conflict of interest requirements found in the California Government Code and state and local policies and regulations.

(City of Palo Alto, 2011)

Section 4 — No Other Employment. _____ agrees not to undertake any other employment during the term of this Agreement unless such work will not interfere with the accomplishment of his duties herein and is authorized by the

express consent of the City Council, which consent shall not unreasonably be withheld. _____ further agrees to confer with the City Council before undertaking any non-paid projects for organizations other than the City which may require a substantial time commitment by _____ and interfere with the accomplishment of his duties as City Attorney.

(City of Antioch, 2019)

Article 7

TERM

COMMENT: Full-time city attorney agreements may contain a designated term of employment, but usually provide a somewhat open-ended term and/or discretion for the council to end the agreement sooner than full term. The city of San Mateo is unusual in calling for a supermajority vote of the council to remove the city attorney.

This Agreement shall commence January 19, 2016, and extend until terminated as provided hereinafter.

(City of Sunnyvale, 2015)

Section 2 — Term

This Agreement shall start no sooner than March 1, 2019 and shall continue for a period of three years from Smith’s first date of employment or until terminated pursuant to this Agreement.

(City of Antioch, 2019)

- B. **Term.** The City Attorney shall be retained in this position from May 17, 2021 through May 16, 2026. This Agreement, in its entirety, will be automatically extended annually for a an additional one-year period unless the Council specifically takes action by four-fifths vote to not renew this Agreement. A decision not to renew this Agreement shall be considered a decision to remove the City Attorney, as provided in Section 2.18 of the Charter.

(City of San Mateo, 2021)

Article 8

SALARY

COMMENT: The salary provisions set forth below designate specific dollar amounts for the city attorneys’ annual salary and procedures for possible future raises. As is common in most agreements, they link several aspects of compensation to the treatment of other management employees. The city of Vallejo also provides protection for the city attorney against any future reductions in pay or benefits.

5. Salary. City agrees to pay the Employee for services rendered at rate of \$_____ per year commencing on the Start Date, payable in installments at the same time and in the same manner as other career City employees. City agrees to increase the salary base and other benefits of Employee, by the same percentage and amounts, and at the same time and same manner, as cost of living adjustments granted to other Charter Officers. Additionally, in recognition of Employee’s accomplishments and outstanding performance, City Council may grant merit increases and equity adjustments to Employee from time-to-time.

(City of Sacramento, 2018)

Section 3. Salary

The Employer agrees to pay the Employee for services rendered, as provided herein, \$ _____, payable in installments at the same time and in the same manner as other employees of the Employer are paid. Thereafter, Employee's salary shall automatically increase by three percent (3%) annually upon satisfactory evaluation. Along with the automatic increase, beginning in January of each year, Employee shall be entitled to a cost of living increase based on the partnership compensation model consistent with the represented and non-represented employees' agreements.

(City of Riverside, 2017)

(1) Base Salary

- a. The beginning annual salary for the position of City Attorney shall be \$ _____. Thereafter the City Attorney's annual increases, if any shall be based on performance and as determined by the City Council in the exercise of its sole and unfettered discretion.
- b. The City Attorney shall be paid at the same intervals and in the same manner as regular City employees.
- c. The City shall not at time during the term of the Agreement (i) reduce the compensation, leave and/or financial benefits of the City Attorney or (ii) increase the financial obligations to contribute to, assume the cost of or pay any benefits unless as part of (iii) reduction in the same compensation, leave and/or financial benefits the Unrepresented Management Employees experience or (iv) an increase in the same financial obligations experienced by the Unrepresented Management Employees, respectively, and then in no greater percentage than the (v) average reduction in the relevant compensation, leave and/or benefit or (vi) average increase in financial obligations, as the case may be, experienced by Unrepresented Management Employees.

(City of Vallejo, 2020)

Article 9

VACATION

COMMENT: Many city attorney employment agreements provide vacation leave identical to other management employees, as in the San Mateo excerpt below. The cities of Berkeley and Riverside set out a specific benefit.

Benefits

Except as otherwise provided in this Section D., the City shall provide the City Attorney with the benefits provided the City to the City Attorney and City's Department Heads as described by the City Council resolution. Such benefits include but are not limited to health and life insurance, retirement, sick leave, vacation and holidays and an automobile allowance. If there is a conflict between the resolution adopted by the City Council and this agreement, the City Council shall provide City Attorney the benefits described this agreement. The City Attorney may elect to decline any of these benefits. No additional compensation will be provided if he City Attorney elects to decline any of these benefits.

(City of San Mateo, 2021)

- A. _____ shall be credited with thirty (30) days of vacation as of the commencement of employment as City Attorney and shall receive thirty (30) days of annual vacation leave annually. Annual vacation leave shall be administered in the same manner as vacation is administered for department head employees of the City with regard to timing of credits and buyback policy. Maximum vacation accrual is ninety (90) days including the initial vacation credits and existing vacation accrual balances.

(City of Berkeley, 2021)

Section 8 – Vacation and Administrative Leave

Employee will accrue vacation at the rate of two hundred (200) hours per year of employment accruable and subject to cash out consistent with that provided for the Executive Group (Section 6 and Table 4 of the FBSP).

(City of Riverside, 2017)

Article 10

MANAGEMENT/ADMINISTRATIVE LEAVE

COMMENT: Many employment agreements grant the city attorney extra time off in the form of management or administrative leave. The language below includes a specific number of days for such time off and procedures for cashing out unused leave.

Section 6. Management Leave.

In addition to Employee's entitlement to holiday and vacation leave on the same basis as is available to other management employees generally in accordance with Section 3(c) of this Agreement, Employee shall be entitled to twenty (20) days of management leave annually. Management leave granted pursuant to this provision shall be in lieu of any other management leave available to members of the City management team generally.

Section 7. Conversion of Unused Leave Time to Salary.

In addition to any other provision of the City Code or this Agreement authorizing conversion of unused leave time to salary, Employee shall be entitled, as he may determine at his sole discretion, to convert up to fifteen (15) days of unused leave time (whether vacation, management or reserve time leave) each year during the term of this Agreement to salary. Employee shall exercise his right to convert leave time to salary by giving notice in writing to the payroll staff stating the number of days of leave time, if any, which shall be converted to salary. Such notice shall be given between July 1st and October 1st for each year for the term of this Agreement. Employer shall pay Employee the salary equivalent of the leave time, if any, so converted within thirty (30) days of delivery of such notice. Any such converted leave time shall not be included in computation of severance benefits pursuant to Section 5.

(City of Escondido, 2017)

Section 5. Vacation and Sick Leave

Employee shall be entitled to eighty (80) hours of management leave annually as provided in the Salary and Benefits Resolution for Unrepresented Executive Employees.

Employee shall be entitled to accrue a total of thirty-five (35) days combined leave (i.e., vacation and management leave) annually, and shall take no more than fifteen (15) workdays of vacation or management leave at any one time, exclusive of holidays recognized by Employer, to which Employee shall also be entitled. Upon approval of the Council, leave may be extended beyond the fifteen (15) workday limit established above.

During the term of this Agreement, Employee may cash out up to (120) hours of accrued vacation and/or management leave each fiscal year.

In the event of termination, either voluntarily or involuntarily, employee shall be compensated for accrued sick and vacation time as of the date of termination as provided in the Salary and Benefits Resolution for Unrepresented Management Employees.

(City of Hayward, 2020)

Article 11

HEALTH INSURANCE

COMMENT: Most all employment contracts address health insurance by linking the city attorney's benefits with those of other management employees.

9. Benefits. The City shall provide the City Attorney with health insurance, dental insurance, vision insurance, and disability insurance as provided to the City's executive management employees. Except where inconsistent with this Agreement, the City Attorney shall receive all other benefits provided to the City's executive management employees.

(City of Santa Rosa, 2017)

Section 4. Health, Disability, Life Insurance and Other Benefits

Upon commencing employment, Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for Employee and his dependents equal to that which is provided to all Unrepresented Management Employees of Employer.

(City of Hayward, 2020)

Article 12

DISABILITY INSURANCE

COMMENT: Most city attorney employment agreements that provide for disability insurance grant the city attorney the same level of benefit as given to other management employees. Vallejo below allows a somewhat higher maximum for the city attorney.

(5) Life Insurance & Accidental Death & Disability Insurance

The City Attorney shall be provided with life insurance and Accidental Death & Disability Insurance under the same terms as those of the Unrepresented Employee Group, except that the coverage level for the City Attorney shall be increased to a maximum of Five Hundred Thousand Dollars and No Cents (\$500,000.00) for term life insurance and a benefit of sixty percent (60%) of the City Attorney's annual base salary for Accidental Death & Disability Insurance.

(City of Vallejo, 2020)

B. Health and Welfare Benefits.

Employee shall receive the same health and welfare benefits provided to the City's Group 1 Managers ("Executives"), including but not limited to long term disability and life insurance, as set forth in the Management Performance and Compensation Plan. Any future changes in such benefits shall inure to Employee without amendment of this Agreement.

(City of Santa Barbara, 2014)

Article 13

LIFE INSURANCE

COMMENT: Not all city attorney contracts provide the benefit of life insurance. Some equate the city attorney's coverage to that of other managers. The two below specifically address the issue and set out designated coverage.

Section 7. Life Insurance

The Employer agrees to provide Employee, at Employer's expense, with a term life insurance policy equal to twice the Employee's annual salary (Table 9, Section 18-2 FBSP).

(City of Riverside, 2017)

Section 4 Health, Disability, Life Insurance and Other Benefits

Employer shall obtain term life insurance for Employee in an amount equal to Employee's gross annual salary (including all salary increases during the life of this Agreement) or Employer's maximum allowable amount of term life insurance coverage under Employer's contract with its insurer, if said amount is less than Employee's gross annual salary. Employee shall have the right to choose the beneficiary on such policies.

(City of Hayward, 2020)

Article 14

SICK LEAVE

COMMENT: The amount of sick leave granted to city attorneys varies, as demonstrated by the provisions below. Accrual going forward typically reflects how other managers accrue sick leave.

4. Vacation and Sick Leave

- a. _____ shall be credited with fifteen (15) days of sick leave as of the commencement of employment as City Attorney and shall accrue fifteen (15) days of sick leave annually with unlimited accumulation. Sick leave may be used in accordance with policies applicable to department head employees of the City. _____ shall retain such vacation and sick leave balances she has earned by virtue of her employment with the City of Berkeley.

(City of Berkeley, 2021)

(3) Leave allowance

- c. The City Attorney shall be given 80 hours of sick leave effective upon the execution of this agreement and shall accrue on a monthly basis the same as other employees in the Unrepresented Management Employee group. The current rate of accrual is eight (8) hours per month. The City Attorney shall be eligible to accumulate sick leave up to that which can be accumulated in three (3) years or Two Hundred Eighty-Eight hours. The City Attorney shall not accrue annual leave beyond the maximum allowed. Upon retirement from the City, the City Attorney shall not be entitled to cash out any remaining sick leave balance.
- d. The City Attorney may use sick leave for the purpose of bereavement leave up to a maximum of three (3) working days per bereavement on the same basis as other employees in the Unrepresented Management Employee group.

(City of Vallejo, 2018)

5.6. Sick Leave upon Start of Employment.

On the Employment Start Date, _____ will be credited with 96 hours of sick leave, in addition to the standard accruals provided in the Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time.

(City of Palo Alto, 2011)

Article 15

RETIREMENT

COMMENT: Retirement provisions in city attorney employment agreements address the main plan covering the city attorney (e.g., Public Employees' Retirement System) and payment of required contributions. They may also cross-reference other retirement savings plans or deferred compensation plans, as seen in the next article, Deferred Compensation.

9. Retirement

_____ will be covered by the City's "miscellaneous" 2% at 55 PERS plan during his employment. _____ will pay both the 7.0% employee contribution for this benefit and an additional 1.868% of the employee's PERSable earnings toward the employer retirement contribution. This 8.868% contribution by _____ shall be in accordance with Section 414(h)(2) of the Internal Revenue Code under which employee contributions shall be tax deferred and not subject to taxation until the time of constructive receipt.

(City of Alameda, 2019)

5. Retirement

The City is a member of the Public Employees Retirement System (PERS) and the City Attorney's retirement formula shall be "2.5% at 55." The percentages of the City's contribution and City contribution shall be as established by City ordinance or resolution for City non-safety employees hired before January 1, 2011. By way of reference, as of the date of this Agreement, non-safety employees hired before January 1, 2011 shall pay the employee's share equal to eight percent (8%) of the employee's gross salary and the portion of the employer's share equal to three percent (3%) of gross salary.

(City of Glendale, 2015)

5.1. Standard New-Tier Pension. _____ shall be enrolled in and shall be a member of the California Public Employees' Retirement System ("PERS"), with benefits as provided under the City's contract with PERS, including the 2% @ 60 miscellaneous formula applicable to new employees. Employee contributions shall be paid as provided in the Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time.

5.2. 401(a) Defined Contribution Retirement Plan. The City shall pay \$1,250 per month to a 401(a) retirement plan account established for _____. _____ may make additional contributions to the legal maximum.

5.3. 457 Retirement Plan. _____ shall be eligible, at her discretion, to make voluntary contributions to the City's 457 plan, to the maximum extent allowed under the plan documents or by law.

(City of Palo Alto, 2011)

Article 16

DEFERRED COMPENSATION

COMMENT: If a city grants the city attorney a deferred compensation benefit, it may appear in the same article as retirement. The provisions below treat the subject separately. Like many other benefits, deferred compensation is often provided on the same basis as for other management employees.

Section 4. Deferred Compensation

In addition to the sums otherwise payable to Employee hereunder, the Employer agrees to contribute matching funds to a deferred compensation account in the amount set forth in the Employer's Fringe Benefit and Salary Plan ("FBSP").

(City of Riverside, 2017)

D. Benefits.

1. Deferred Compensation/Retirement Health Savings. The City shall provide to the City Attorney a One Thousand Five Hundred Dollar (\$1,500) monthly contribution to the City's deferred compensation plan.

(City of San Mateo, 2021)

7. -Deferred Compensation (Money Purchase Pension Plan)

_____ is eligible to participate in and receive benefits from the deferred compensation plan (voluntary contributions to a money purchase pension plan) to the same extent as other employees in the Executive Management Compensation Plan. _____ must participate in the deferred compensation plan in order to make or receive (if any) the annual deferred compensation plan contributions described in the Executive Management Compensation Plan and any contributions made by _____ to such plan are voluntary and at _____'s sole discretion.

Additionally, beginning May 13, 2019, the City shall provide to _____ \$6,000 annually (i.e. from May 13 of each year to May 12 of the following year) in a deferred compensation/supplemental retirement plan, which plan shall be as mutually agreed by the City and _____.

(City of Alameda, 2019)

Article 17

HOLIDAYS

COMMENT: As with many other benefits, holidays are typically granted to city attorneys to the same extent they are afforded to other management employees.

(2) Holidays

(a) Declared Holidays - The City Attorney shall be entitled to the same eleven (11) holidays each fiscal year as set by the City Council and under the same terms as provided to the Unrepresented Management Employee group.

(City of Vallejo, 2020)

3.1 General Benefits

» Section 11 Other Benefits: Management Incentive/Education Pay; Tuition Reimbursement and Bi-Lingual Pay; Standard Holidays, Mileage and Business Reimbursement as provided to other administrative employees.

(City of South Lake Tahoe, 2018)

Article 18

FINANCIAL ALLOWANCES

COMMENT: The most common form of financial allowances provided to city attorneys are for automobiles and cell phones. Somewhat less common is an allowance for a gym membership and fitness classes, as appears in the Hayward excerpt below.

13. Transportation Allowance

_____ shall receive \$500 each month as a transportation allowance in exchange for _____ making his personal automobile available for City related business or using public transportation in lieu of using his automobile. _____ will also be entitled to mileage reimbursement at standard rates for trips of over 100 miles taken on City business when such business trips are consistent with City travel policy.

(City of Alameda, 2019)

Section 7 Personal Equipment and Automobile Allowance /Health and Wellness Reimbursement

Employee shall receive a \$450 per month stipend for the use of personal equipment and automobile, payable bi-weekly at the rate of \$207.69 per pay period. Personal equipment includes, but is not limited to cell phone, iPad, laptop, printers, etc. Employee may be reimbursed for mileage expenses incurred for non-routine meetings and conferences if vehicle travel exceeds fifty (50) miles one-way. Non-routine meetings are those that do not occur at a regular interval, i.e.: weekly, monthly, annually, and/or where participation in the meeting is not a requirement of the position. Employer agrees to provide Employee mileage reimbursement for qualified expenses at the same level as provided for Unrepresented Management Employees.

Employer will reimburse Employee the equivalent of a maximum of one hundred dollars (\$100.00) per month for expenses associated with health and wellness programs. This reimbursement may be used for the payment of recurring monthly fees associated with gym or health club memberships, fitness classes, personal trainers, weight loss programs, or other health and wellness related expenses. Requests must be made in writing and submitted with proof of enrollment and receipt(s).

(City of Hayward, 2020)

(3) Cell Phone Allowance

The City Attorney shall be provided a monthly cell phone allowance of \$100.00 in exchange for making a non-City-owned cell phone available for the City Attorney's own use and for City-related business and/or functions during, before and after normal work hours.

(4) Automobile Allowance

The City Attorney shall be provided a monthly automobile allowance of Five Hundred Dollars and No Cents (\$500.00) in exchange for making a non-City- owned vehicle available for the City Attorney's own use and for City-related business and/or functions, during, before and after normal work hours. The City Attorney shall provide auto insurance, fuel and maintenance for this vehicle.

(City of Vallejo, 2020)

Article 19

DISABILITY

COMMENT: City attorney contracts often give the city the right to separate the city attorney in the event of an extended disability and inability to perform job duties. Obviously, such provisions as subject to the constraints of federal and state disability laws.

- e. If, for a period of four (4) successive weeks beyond the expiration of any accrued sick leave and vacation, _____ is disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or ill health, the City shall have the option to terminate this Agreement. If the City exercises this option, _____ shall nonetheless be compensated for any accrued leave time and other accrued benefits, including, but not limited to, long-term disability insurance benefits for which _____ is eligible; however, _____ shall not receive the severance pay described in Section 3.d. above.

(City of Berkeley, 2021)

(3) Disability or Inability to Practice

(a) In the event the City Attorney becomes mentally or physically incapable of performing the City Attorney's essential functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than 6 months, the City Council may, subject to state and federal law, terminate the City Attorney. If the City Council does elect to terminate the City Attorney due to incapacity, the City Attorney shall not receive severance benefits provided in Section 5.0 below.

(City of Vallejo, 2020)

Article 20

RELOCATION/MORTGAGE ASSISTANCE

COMMENT: When a city attorney is hired from outside the city, it is not uncommon to provide individualized financial assistance in the form of moving expenses. Somewhat less common is a provision for mortgage assistance to help with the purchase of a home by the relocating city attorney, as seen in the city of Sunnyvale provision below. Such financial assistance provisions vary greatly depending on the particular needs of the new city attorney.

8. Relocation Expenses. The City agrees to reimburse Employee for moving expenses associated with relocation in connection with City employment. Relocation expenses means the actual cost of relocating Employee, her family and their belongings from Stockton, California to Sacramento, California, as well as incidental expenses associated with the relocation such as storage and insurance. The relocation expenses shall include only those expenses associated with relocation that are approved in writing by the City Manager. Employee agrees to provide original receipts for all reimbursement claims.

10. Repayment of Relocation Expenses. In consideration for the City reimbursing the costs of moving, the Employee agrees to remain employed by City for a period of thirty-six months. If Employee is terminated by City, employee is not obligated to repay relocation expenses. If Employee leaves employment prior to completion of that period, Employee will be liable to City for all moving expenses which City has paid in connection with such expenses on a pro rata basis as follows:

- a. Moving expenses/36 = monthly moving expense (“MME”)
- b. MME x (36— number of months worked) = reimbursement.

(City of Sacramento, 2018)

C. Relocation/Moving Expenses

ATTORNEY shall be allotted Eight Thousand Dollars (\$8,000) for moving and related expenses, which shall be remitted as a lump sum payment in the first pay period following ATTORNEY’S commencement of employment with ANAHEIM.

(City of Anaheim, 2018)

15. Moving and Relocation Expenses

The first week in June of 2019, the City shall pay _____ \$16,000 for expenses associated with moving and relocating _____ from his current residence to the Bay Area, which expenses include packing, moving, storage costs, unpacking and insurance charges. Additionally, the City shall reimburse _____ for mileage costs for moving two personal automobiles from his current residence to Alameda at the current IRS allowable rate of \$0.58 per mile.

(City of Alameda, 2019)

Section 7. Mortgage Assistance

The City Council shall provide Mortgage Assistance to Employee as provided and subject to the terms in Council Resolution No. 712-15. Employee’s eligibility for participation in the City’s Mortgage Assistance Program is conditioned on Employee’s application to participate in the Mortgage Assistance program within two years of commencing employment with the City on January 19, 2016, the purchase of a residence within the City of Sunnyvale within two years of commencing employment with the City on January 19, 2016 (as documented by a purchase and sale agreement and the opening of escrow for the purchase of the property) and the actual and continued residence of Employee in the property within the City of Sunnyvale purchased with City Mortgage Assistance.

(City of Sunnyvale, 2015)

Article 21

INDEMNIFICATION

COMMENT: Commonly city attorney contracts include provisions for the city to defend and indemnify the city attorney for costs incurred in a lawsuit or other legal challenges arising from the performance of city attorney job duties. Typically, there are exceptions if the city attorney is found to have committed a crime or engaged in abuse of office.

Section 9. Indemnification.

In addition to that required under state and local law, CITY shall defend, save harmless, and indemnify _____ against any claims, demands, causes of actions, losses, damages, expenses (including but not limited to attorney’s fees as may be authorized against public entities or officers consistent with state law) or liability of any kind whether stated in or arising from tort, professional liability or any other legal action or equitable theory, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of _____’s duties as CITY ATTORNEY to the fullest extent permitted by law. CITY may compromise and settle any such claim or suit, and shall pay the amount of any settlement or judgment rendered thereon.

(City of San Luis Obispo, 2020)

E. Indemnification

Except as otherwise provided by law, and provided that City Attorney complies with the provisions of Sections 825 and 825.6 of the California Government Code, as now existing or hereafter amended, City shall defend, hold harmless, and indemnify City Attorney against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of City Attorney’s duties in accordance with the provisions of Sections 825 and 825.6, as now existing or hereafter amended. City may conduct such defense reserving the rights of City not to pay the judgment, compromise or settlement until it is established that the injury arose out of an act or omission occurring within the scope of City Attorney’s employment as an employee of City. City is required to pay the judgment, compromise, or settlement only if it is established that the injury arose out of an act or omission occurring in the scope of City Attorney’s employment as an employee of City. Nothing in this Agreement authorizes or obligates City to pay that part of any claim or judgment that is for punitive or exemplary damages. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom only to the extent authorized in Sections 825 through 825.6, as now existing or hereafter amended.

If the City Attorney is convicted of a crime involving an abuse of her office or position, as defined in Government Code Section 53243.4, then the City Attorney shall fully reimburse the City for (1) any paid administrative leave salary paid by the City to the City Attorney pending any investigation concerning said crime, (2) funds provided to the City Attorney for her legal criminal defense, and/or (3) any severance pay or cash settlement paid to the City Attorney related to her termination by the City. Said reimbursements are required if such payments are made, even if the payments were made by the City in the absence for any contractual requirement to do so.

(City of Vallejo, 2020)

9. Indemnification

- A. ANAHEIM shall defend, hold harmless and indemnify ATTORNEY against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of ATTORNEY’s duties or resulting from the exercise of judgment or discretion in connection with the performance of duties or responsibilities, unless the act or omission involved willful misconduct and/or illegal acts. ATTORNEY may request, and ANAHEIM shall not unreasonably refuse to provide, independent legal representation at ANAHEIM’s expense. Legal representation, provided by ANAHEIM for ATTORNEY, shall extend until a final determination of the legal action, including any appeals brought by either party. ANAHEIM shall indemnify ATTORNEY against any and all losses, damages, judgments, interests, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorney fees, and any other liabilities incurred by, imposed upon or suffered by ATTORNEY in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of ATTORNEY’s duties. Any settlement of a claim must be made with prior approval of ANAHEIM in order for indemnification, as provided for in this Section, to be available.
- B. ANAHEIM agrees to pay all reasonable litigation expenses of ATTORNEY throughout the pendency of any litigation or legal proceeding to which ATTORNEY is a party, witness or advisor to ANAHEIM arising out of ATTORNEY’s performance of duties for ANAHEIM. Such expense payments shall continue beyond ATTORNEY’s employment with ANAHEIM as long as such legal proceedings are pending. Post employment, ANAHEIM agrees to pay ATTORNEY for reasonable consulting fees and travel expenses when ATTORNEY serves as a witness, advisor or consultant to ANAHEIM regarding pending legal proceedings.

(City of Anaheim, 2018)

Article 22

BONDING

COMMENT: If any fidelity or surety bond is required of the city attorney, the city typically pays the cost of such a bond.

20. Bonds

The City shall pay the full cost of any bonds, fidelity or otherwise, required of _____ under any applicable state or local law or ordinance relative to his performance of his duties as City Attorney

(City of Alameda, 2019)

Section 16. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

(City of Hayward, 2020)

Article 23

PROFESSIONAL DEVELOPMENT

COMMENT: Many contracts contain provisions to pay or reimburse the city attorney for expenses incurred in joining organizations or attending conferences or taking courses related to professional development.

D. Professional Associations. The City shall pay dues and/or membership fees for Employee for professional associations that are related to the position and duties held by the Employee, subject to budget appropriations.

(City of Sacramento, 2018)

B. City Obligations

.....

(5) The City agrees to pay the travel and subsistence expenses of the City Attorney to pursue official and other functions for the City, and meetings and occasions to continue the professional development of the City Attorney, including but not limited to national, regional, state and local conferences, and governmental groups and committees upon which the City Attorney serves as a member and as approved by the City Council in the City's annual budget. Any expenditure must be in conformance with any applicable City travel and reimbursement policy.

(6) The City also agrees to pay reasonable costs for the travel and subsistence costs for the travel and subsistence expenses of the City Attorney for short courses, institutes and seminars that are necessary for the good of the City or for the professional development of the City Attorney and as approved by the City Council in the City's annual budget. Any expenditures must be in conformance with any applicable City travel and reimbursement policy.

(City of Vallejo, 2020)

Section 7. Professional Development

A. COUNCIL hereby agrees to budget for and to pay for travel and subsistence expenses of _____ for professional and official travel, meetings, and occasions adequate to continue the professional development of _____ and to adequately pursue necessary official functions for the CITY, including but not limited to the

League of California Cities Annual Conference, League of California Cities City Attorneys Department Conference, and such other national, regional, state, and local governmental organizations, groups and/or committees.

- B. COUNCIL also agrees to budget for and to pay for travel and subsistence expenses of _____ for short courses, institutes, and seminars that are necessary for her professional development and for the good of the CITY.
- C. Other professional development may be agreed upon from time to time between the COUNCIL and _____.

(City of San Luis Obispo, 2015)

Article 24

BAR DUES

COMMENT: Cities commonly pay the city attorney’s California State Bar dues, since membership in the State Bar is a prerequisite to practicing law in California. A provision to pay those dues is often accompanied by an agreement for the city to pay for membership dues in other organizations, as in the Alameda provision below.

3. Compensation and Benefits

.....

- D. The City Council agrees to budget for and pay Employee’s annual California State Bar Association dues.

(City of Redwood City, 2016)

14. Membership Dues

Unless provided otherwise in the City’s adopted budget and subject to review and approval by the Mayor, the City shall pay up to a cap of \$2,500 for _____’s State Bar dues as well as other professional dues necessary to ensure _____’s participation in programs that enhance both _____’s standing and the City’s reputation, including national, regional, state and local associations and organizations.

(City of Alameda, 2019)

Article 25

PERFORMANCE EVALUATIONS

COMMENT: Most city attorney employment agreements contain provisions authorizing performance evaluations of the city attorney by the city council. They vary greatly in the level of detail as well as how the goals and criteria for evaluations are set. Some of those differences in approach appear in the sample provisions below.

3. Compensation and Evaluation

Within three months of appointment, the City Council shall jointly establish objective, verifiable measures of her performance to be completed during the first year and the City Council shall provide _____ with a performance evaluation at the end of the first year. During the initial performance evaluation, _____ shall present to the City Council on her goals and priorities for the City Attorney Department. An assessment of salary increase shall be part of the evaluation process. For each subsequent year during the term of this Agreement, the parties shall endeavor to

establish prospective objective, verifiable measures of performance for the ensuing year. As part of the annual performance evaluation, _____ shall present on goals and priorities for the City Attorney Department and key accomplishments over the past year.

(City of Berkeley, 2021)

9. Performance Evaluations of City Attorney

- a. Annual performance evaluations are an important way for the City Council and City Attorney to ensure effective communications about expectations and performance.
- b. The City Council recognizes that for the City Attorney to respond to its needs and to grow in the performance of the City Attorney's job, City Attorney needs to know how the City Council Members evaluate the City Attorney's performance.
- c. To assure that the City Attorney gets this feedback, the City Council shall conduct an evaluation of City Attorney's performance at least once each year. The City and the City Attorney agree that performance evaluations, for the purpose of providing additional input and feedback, may occur quarterly or several times during each calendar year. The Parties may use an outside facilitator paid by City funds to assist them in conducting this evaluation, upon the mutual agreement of the City Council and the City Attorney, to be paid by the City.
- d. During the annual evaluation process, the City Attorney and the City Council will create goals or other outcome measures that will provide the basis for assessing the next year's performance.
- e. The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and the City Attorney. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with the City Attorney.
- f. The City Council and the City Attorney shall define such goals and performance objectives as they mutually determine are necessary for the proper operation of the City for the attainment of the City Council's policy objectives, and the City Council and City Attorney shall further establish a relative priority among those goals and performance objectives.

(City of Glendale, 2015)

Section 4. Performance Evaluation.

- A. By April 30, 2010, COUNCIL and _____ shall establish mutually agreeable written goals, performance objectives, and priorities for the performance period ending March 30, 2011. Further, Council shall conduct an "interim" evaluation by October 29, 2010. An annual formal Council evaluation will be conducted in March of 2011 in accordance with the City's Appointed Official Evaluation Process. Consistent with the schedule outlined above, based on the Appointed Officials Evaluation Process, and subject to performance as assessed by the COUNCIL, the CITY ATTORNEY compensation shall be reviewed by COUNCIL in April 2011 consistent with the Management Pay-for-Performance System in place at that time.
- B. Each calendar year thereafter, COUNCIL shall review and evaluate the performance and compensation of _____ in accordance with the adopted Appointed Officials Evaluation Process, best management practices, and informed by comparison agency data.

(City of San Luis Obispo, 2015)

Section 8. Performance Evaluations

The City Council shall formally review and evaluate the performance of the Employee by December 31 or each year. Such review and evaluation shall be in accordance with the specific criteria developed by the City Council in consultation with the Director of Human Resources and Employee. The City Council shall provide Employee with their written comments and may discuss the review with Employee, at the choice of either the City Council or the Employee. The Employee shall have the right to respond orally or in writing to the evaluation.

The City Council shall also provide an informal mid-year performance review of the Employee after his first six (6) months of employment and every year thereafter.

(City of Sunnyvale, 2015)

Article 26

RESIGNATION

COMMENT: Resignations provisions in city attorney contracts typically set forth a requirement for the city attorney to give written notice in advance of resignation. The length of such notice varies greatly as can be seen in the provisions below. The consequences of failure to give such notice are not specified. Many resignation provisions make it clear that there will not be any severance payment.

- I. Resignation.* Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Attorney to resign at any time from his position as City Attorney or to retire from public service. In the event that the City Attorney voluntarily resigns his position, or retires prior to the expiration of the term of this Agreement, the City Attorney shall give City three (3) months' notice in advance, unless the parties agree otherwise. In the case of a voluntary resignation or retirement, no severance will be paid to the City Attorney.

(City of San Mateo, 2021)

Section 13. Resignation

In the event _____ voluntarily resigns her position with the CITY, she shall give the COUNCIL at least two (2) months advance written notice.

(City of San Luis Obispo, 2015)

10. Termination of Agreement

- a. Voluntary Resignation of City Attorney. City Attorney may voluntarily resign his position as City Attorney after giving the City at least forty-five (45) days written notice prior to the effective date of such resignation, unless such notice is waived in whole or in part by the City Council. In the event the City Attorney resigns from his employment, other than the provisions of this Agreement that are intended to survive termination, this Agreement shall terminate and City Attorney shall not be entitled to any Severance, which is authorized under Section 11 hereof for involuntary terminations.

(City of Glendale, 2015)

Article 27

TERMINATION

COMMENT: City attorney employment agreements often contain detailed provisions covering termination of the employment relationship. The council and the attorney may have competing interests and covering both often take several paragraphs. Most all termination provisions distinguish between a removal at the discretion of the council and termination for cause, clarifying that there is to be no severance pay in the latter case.

Section 4. Termination.

This Agreement may be terminated at any time as follows:

(a) By Employer.

Employer may terminate this Agreement at any time, either with or without cause, by majority vote of the total authorized membership of the City Council. Termination shall be under one or more of the following subparagraphs:

(1) For Cause:

- (A) **Misconduct.** In the event that Employer determines there is good cause to terminate this Agreement due to (1) malfeasance, (2) gross negligence, (3) fraud, or (4) conviction of a crime other than a traffic offense or infraction on the part of Employee, Employer shall give Employee notice of termination, which at the option of the Council shall either be effective immediately, or the notice shall specify the intent to terminate and the date the termination will become final. In either case the notice shall be accompanied by a statement of the basis for the termination. In the case of a termination that is effective immediately, Employee shall have the right to present any rebuttal information to the Council, in writing, no later than ten (10) calendar days after the termination. In the event that the Council gives notice of an intent to terminate at a future date, Employee shall have the right to present any rebuttal information to the Council, in writing, prior to the effective date of the termination. In either case, Employee shall have the right to be represented and to have a hearing before the Council, in open or closed session as authorized by the Brown Act, within fourteen (14) days following termination. The Council shall review any rebuttal information provided by Employee and any other relevant material and shall then determine whether to uphold the termination or to rescind it. The Council's decision shall be final. Any actions of Employer taken under this paragraph shall occur only after the majority vote of the total authorized membership of the City Council.
- (B) **Material Uncorrected Failure to Perform.** In the event that Employer determines there is good cause to terminate this Agreement that does not rise to the level of seriousness addressed above in subparagraph 4(a)(1)(A), such as (1) a repeated material failure to meet stated, reasonable performance objectives that are within Employee's control, or (2) uncorrected, material failure to present a positive image to the Council, staff, public or media on behalf of Employer, Employer may terminate the Agreement for cause provided Employer (1) first gives notice to Employee in writing of the alleged failure in performance and a reasonable opportunity to cure the problem, and (2) gives Employee a reasonable opportunity to present evidence to the Council in rebuttal to any alleged failure in performance or of any extenuating circumstances showing that the failure was beyond the control of Employee. Employer will not terminate for cause under this subparagraph 4(a)(1)(B) unless it is determined in writing that the evidence in support of the grounds for termination is substantial taking into account all of the information available to the Council, including any evidence presented by Employee. Any actions of Employer taken under this paragraph shall occur only after the majority vote of the total authorized membership of the City Council.
- (C) **No Severance Benefits.** In the event that this Agreement is terminated by Employer pursuant to Subparagraph 4(a)(1) for cause, Employee shall not be entitled to any severance benefits under this Agreement or under any other provision

of law or Employer policy or procedure, except for previously accrued vacation and management leave to which Employee is otherwise entitled.

(2) For Convenience:

Employer may terminate this Agreement at any time without cause and for its convenience as Employer shall in its sole discretion determine appropriate provided (1) Employee shall be given thirty (30) days notice and an opportunity to be heard, in open or closed session or in writing, as the Council shall determine consistent with the Brown Act, with respect to the proposed termination before it becomes effective, (2) the Council shall vote by not less than a majority of the total authorized membership of the Council to exercise its termination rights under this subparagraph. Employee shall be offered the severance benefits specified below in Section 5 which he may accept or reject as provided in Section 5.

(b) By Employee.

Employee may terminate this Agreement at any time, with or without cause, by (1) giving Employer forty-five (45) days advance written notice of his intent to terminate, or (2) may terminate sooner by mutual agreement with Employer. In the event that Employee exercises his right to terminate, he shall not be entitled to the severance benefits set forth below under Section 5 or to any other similar termination benefits under law or Employer’s rules or regulations, provided however, that Employee shall be entitled to payment for any vacation, management leave and sick leave earned and unused at the time his notice of termination is effective.

(City of Escondido, 2017)

17. Termination of Agreement

The purpose of this Section 17 is to allow the parties to terminate this Agreement as expeditiously and smoothly as possible so that in exchange for the City’s providing the severance described in this Section, _____ will release the City from any claims against the City.

The City, through a majority vote of its City Council and in either closed or open session, may terminate this Agreement, at its sole and absolute discretion, with or without cause. The City Council may request _____’s resignation and, if _____ so agrees, the resignation shall be considered a termination of employment without cause. The term “cause” is defined, for the purposes of this Agreement, as set forth in Section 18 below.

If the City terminates this Agreement without cause, _____ shall be paid a severance payment equal only to his then current full salary (Section 6), deferred compensation (Section 7), and medical and dental coverage for a period of six (6) months from _____’s receipt of written notice of termination or his agreement to resign as set forth in the previous paragraph. The severance payment shall be paid within 30 days of the City’s termination without cause. In exchange for the payment of severance, _____ shall release the City from all claims against the City, its officials, employees and agents, and, as part of the consideration for _____’s receiving the severance, _____ shall cooperate with and provide assistance to the City in the transition of his duties to an acting, interim or new City Attorney, the terms of such transition to be mutually agreed upon at the time of the transition.

If the City terminates this Agreement with cause, the City shall have no obligation to continue the employment of _____ or to pay any salary, deferred compensation or medical and dental coverage as provided in the preceding paragraph.

18. Cause

For purposes of this Agreement, “cause” shall mean: (1) indictment, conviction or plea of nolo contendere to any felony or other crime involving moral turpitude; (2) material breach of City policy or this Agreement, which breach _____ has not cured, to the extent curable, to the satisfaction of the City Council within sixty (60) days after receiving notice of such breach; (3) fraud, embezzlement, misappropriation of funds or disclosure of confidential information; (4) misconduct

or gross negligence that results, or reasonably could be expected to result, in financial damage to the City; (5) failure to cooperate with an official investigation authorized by the City Council or the City Attorney's Office, or initiated by a governmental authority, in either case related to the City, its business, Council members or City employees; or (6) acceptance of employment from another source which is inconsistent with full time employment as Alameda's City Attorney.

(City of Alameda, 2019)

B. Termination and Removal

- (1) City Attorney is an at-will employee serving at the pleasure of the City Council under the authority of Vallejo Charter Section 401.
- (2) The City Council may remove the City Attorney pursuant to section 407 of the Charter. Notice of termination shall be provided to the City Attorney in writing. Page 8 Termination as used in this section shall also include: (i) a request by the City Council that the City Attorney resign, (ii) a percentage reduction in compensation, leave or other financial benefits of the City Attorney greater than the average percentage reduction experienced by the Unrepresented Management Employees during the same fiscal year in the same benefit, (iii) a percentage increase in the City Attorney's financial obligations to contribute to, assume the cost of or pay for any benefits greater than the average percentage increase in the Unrepresented Management Employees' financial obligations to contribute to, assume the cost of or pay for the same benefits occurring during the same fiscal year or (iv) the elimination of the City Attorney's position. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed regular meeting of the City Council.
- (3) Pursuant to the provisions of Vallejo Charter Section 407(c), an affirmative vote of at least five members of the City Council shall be required to terminate the City Attorney within 60 days after her initial appointment or within 60 days after any election at which members are elected to the City Council.

.....

D. Separation for Cause

- (1) Notwithstanding the provisions of Section 5.B.2, the City Attorney may be terminated for cause. As used in this section, "cause" shall mean only one or more of the following:
 - a. Willful misconduct;
 - b. Malfeasance;
 - c. Dishonesty for personal gain;
 - d. Conviction of a misdemeanor involving moral turpitude or any felony, provided that the City Attorney may be placed on administrative leave without pay should she be charged with a felony;
 - e. Continued abuse of drugs or alcohol that materially affects the performance of the Attorney's duties;
 - f. Repeated and protracted unexcused absences from the City Attorney's office and duties;
 - g. Willful abandonment of duties;
 - h. Acceptance of employment for another source which is inconsistent with full time employment as Vallejo's City Attorney and in violation of Section 6. D of this Agreement;
 - i. Failure to follow the lawful orders or instructions given by the City Council when it is sitting as a body in a lawfully held meeting;
 - j. Death or incapacity due to injury or illness (physical or mental);
 - k. Resignation by the City Attorney for any reason other than described in Section 5.B.2;

- l. Willful violation of any conflict of interest laws or regulations;
 - m. Fraud or dishonesty in securing this appointment;
 - n. Willful violation of State or Federal discrimination laws or any lawful City policies and procedures concerning race, religious creed, color, national origin, ancestry, sexual orientation, physical or mental disability, marital status, sex or age concerning either members of the general public or City employee(s); or
 - o. (a) Willful or unlawful or violation of any lawful City policies and procedures concerning retaliation against any other City official 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 directly related thereto.
 - p. (b) Suspension of City Attorney's right to practice law by the State Bar of California, or City Attorney's failure or refusal to maintain a California State Bar license in good standing.
- (2) In the event the City terminates the City Attorney for cause, then the City may terminate this Agreement immediately, and the City Attorney shall be entitled to only the compensation accrued up to the date of termination, and such other termination benefits and payments as may be required by law. The City Attorney shall not be entitled to any severance benefits as provided in Section 5(C)(1).
- (3) In the event the City terminates the City Attorney for cause, the City and the City Attorney agree that neither Party shall make any written or oral statements to members of the public or the press concerning the City Attorney's termination except in the form of a joint press release which is mutually agreeable to both Parties. The joint press release shall not contain any text or information that would be disparaging to either Party. Provided, however, that either party may verbally repeat the substance of any such press release in response to inquiries by members of the public or press.

(City of Vallejo, 2020)

Article 28

SEVERANCE PAY

COMMENT: The severance pay provisions below from Escondido and Vallejo complement their termination provisions in the preceding article. South Lake Tahoe references Government Code 53260, which sets out certain constraints on severance pay, the main one of which caps severance pay at a maximum of eighteen (18) months.

C. Severance Pay

- (1) In the event the City Attorney is terminated as defined in Section 5 B (2) by the City Council during such time that the City Attorney is willing and able to perform the City Attorney's duties under this Agreement during the term of this Agreement or any extension thereof, then in that event the City agrees to pay the City Attorney a lump sum cash payment equal to twelve months' base salary, or equal to her monthly salary multiplied by the numbers of months left on the unexpired term of this Agreement, whichever is less. In addition, the City shall extend to the City Attorney the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). The City agrees to pay half of the premium for the City Attorney's COBRA coverage provided that the City Attorney is not already receiving medical coverage under another plan, for the same number of months for which the City Attorney is entitled to a lump sum cash payment under this Section, or until City Attorney either secures full-time employment or obtains other health insurance, whichever of these three events first occurs. The City Attorney shall notify the City within 5 days of securing new full-

time employment or insurance. The intent of the provisions contained in this section is to comply with Government Code Section 53260.

- (2) In exchange for the consideration provided in paragraph C(l) above, the City Attorney shall execute a release of all claims in a form mutually acceptable to the Parties.

(City Vallejo, 2020)

Section 5. Severance

In the event that Employee's employment is terminated by Employer for convenience pursuant to Section 4(a)(2) above, Employer shall be offered and shall be entitled to the severance benefits stated in this Section 5, as follows:

(a) Computation; Items included.

Employer shall offer to Employee, and subject to Employee's exercise of his right to accept or decline severance benefits as set forth below, to pay salary and benefits but exclude other benefits provided by this Agreement, for a period of three hundred sixty-five (365) days from the date of termination. Such severance benefits shall be paid in addition to payment of any accrued vacation, sick leave, or management leave otherwise payable to Employee.

(b) Separately Negotiated; Waiver.

The parties expressly acknowledge and agree that these severance pay provisions have been independently negotiated. Acceptance by Employee of the severance pay benefits provided by this Section 5 shall operate as a full and complete waiver and release of any and all rights, claims, and/or causes of action which Employee may have, or have had, at any time, in the past or in the future, arising out of Employee's employment by Employer, including but not limited to claims for wrongful termination of this Agreement. If Employee wishes to retain any such rights, Employee must decline to accept the severance benefits provided by this paragraph. Employee shall notify Employer of this election to accept or reject these severance benefits within seven (7) days of notice of termination of this Agreement, or within such other time period as the parties may agree to in writing.

Acceptance of the severance benefits under this paragraph will operate as a general release on the part of Employee as to all claims, known or unknown, and Employee specifically waives the provisions of California Civil Code Section 1542 which provides:

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.

- (c) The severance provisions of this Agreement shall not apply in the event Employee is terminated for cause.
- (d) Regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from Employer shall be fully reimbursed to Employer if Employee is convicted of a crime involving abuse of Employee's office or position.

(City of Escondido, 2017)

5. Severance Pay

5.1 If the AGREEMENT is terminated without cause, City agrees to provide a severance equal to six (6) times her then current monthly BASE SALARY.

5.2 The severance pay provisions of Section 5.1 are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260. Any severance shall be paid in a lump sum or in equal amounts distributed

over the usual pay schedule, at _____'s option. An election to received severance pay distributed over the usual pay schedule does not extend the period of employment beyond the City-established termination date.

(City of South Lake Tahoe, 2018)

B. Termination by Employer

.....

- 3. Employee shall receive twelve (12) months severance pay consisting of Employee's base salary, the cash value of twelve (12) months of cafeteria plan and automobile allowance at the effective date of termination and a cash payment of accrued vacation leave. The PERS retirement contribution shall not be included in the severance pay. Nothing in this section shall extend the amount of time served for purposes of receiving any benefit provided in this Agreement.

(City of Santa Barbara, 2014)

Article 29

RESOLUTION OF DISPUTES

COMMENT: Some employment agreements set out dispute resolution procedures which constitute administrative remedies that typically have to be exhausted before accessing court. Presumably, a procedure to address potential violations of the agreement would apply when the attorney disputes whether there was 'cause' for separation.

SECTION 9. Dispute Resolution

- (a) Informal Meet and Confer. The parties agree to meet and confer informally as the first step towards resolution of any dispute between them arising out of or related to this Agreement. The Council may be represented by a representative of its choosing, and Employee may be represented as well.
- (b) Council Resolution. If the parties are unable to resolve the matter informally through meet and confer, the matter shall be submitted to the Council for final resolution at a meeting to be held by the Council within thirty (30) days of submittal, and the Council shall promptly make a final decision, unless Employee and the Council mutually agree to a longer period.
- (c) Litigation. Neither party shall commence any litigation, arbitration, or other formal dispute resolution process until the above referenced informal meet and confer session and final Council determination have occurred.

(City of Escondido, 2017)

Section 22 — Mediation of Disputes. In the event that any dispute arises between the parties regarding the interpretation or implementation of any provision of this Agreement, the parties shall first submit the dispute to voluntary mediation prior to the filing of any lawsuit. If the parties cannot agree on selection of a mediator, then the matter shall be

submitted to the Judicial Arbitration and Mediation Services (“JAMS-ENDISPUTE”) office in Walnut Creek, California, with a panelist to be assigned by that office’s administrator.

(City of Antioch, 2019)

Article 30

GENERAL/MISCELLANEOUS

COMMENT: Many city attorney employment agreements conclude with standardized legal language that deals with the agreement itself. Typical samples of such language appear below.

12. General Provisions.

- a. **Entire Agreement.** This written Agreement contains the entire understanding between the parties as to the subject matter hereof and supersedes all prior and contemporaneous oral and written understandings or agreements of the parties and as such, is fully integrated. No promise, representation, warranty or covenant not included in this Agreement has been or is relied *on* by any party.
- b. **Severability.** If any portion of this Agreement or the application thereof is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect to the greatest extent permitted by law.
- c. **Amendments.** This Agreement may be amended only in writing and duly authorized and executed by both parties.
- d. **Governing Law and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the County of Sacramento.

(City of Sacramento, 2018)

Section 14. General Provisions

This shall constitute the entire agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous oral and written understandings or agreements of the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party thereto. If any provision or any portion hereof is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion hereof shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement may only be amended in writing and duly execute by both parties.

(City of Riverside, 2017)

Section 10. General Provisions

- (a) **Governing Law.**
This Agreement shall be interpreted and enforced in conformance with California law.
- (b) **Entire Agreement.**
This Agreement together with the exhibits represents the entire Agreement between the parties and supersedes any prior agreements, written or oral, and any representations, written or oral, not expressly included herein.
- (c) **Venue.**
The venue for any litigation to interpret or enforce this Agreement shall be the San Diego Superior Court, North County Division.

(d) **Integration Clause.**

If any part, provision, paragraph or subparagraph of this Agreement shall be held to be void or unenforceable by a final judgment of a court of competent jurisdiction, then unless that provision is found in such proceeding to be material to this Agreement, said void or unenforceable provision shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect. In the event that the void or unenforceable provision is found to be material to this Agreement then the entire Agreement shall be voided.

(City of Escondido, 2017)

Appendix C

Legal Services Agreement Provisions for Contract City Attorney

Many cities choose to enter into legal services agreements with an individual or a law firm to serve as city attorney. If a law firm provides services to the city, one individual should be designated as the city attorney.

If a city contracts with an individual to serve as city attorney that person is typically not a full-time employee of the city. He or she may also represent other clients. Many of the sample provisions below differ depending on whether the employment agreement is with a firm or an individual.

The contract provisions below reflect the verbatim language in the city attorney contract for the city indicated. Gender references are those included in the actual city attorney contract and reflect the preferred pronouns of the city from which the contract language was excerpted.

Provisions typically found in legal services agreements for contract city attorneys often are very similar — in some cases identical — to those found in full-time city attorney contracts (See Appendix A). Most of the representative articles listed below differ in whole or in part from the provisions found in most full-time city attorney contracts.

Article 1

DESIGNATION OF CITY ATTORNEY

COMMENT: California Government Code Section 36505 is commonly understood to mean that a specific individual should be designated as the city attorney. If the city is contracting with a law firm, typically an individual from the firm is named the city attorney.

City Attorney Appointment

_____, Esq is assigned as City Attorney. He may delegate City Attorney duties such as research and administrative duties to other attorneys employed by _____ and may designate an Assistant City Attorney and one or more Deputy City Attorneys with City Council prior authorization and approval.

(City of Carmel-By-The-Sea, 2018)

Article 1. Appointment of City Attorney

- 1.1 Pursuant to Government Code Section 36505, City Council of CITY hereby appoints ATTORNEY to provide contract city attorney services for CITY.
- 1.2 _____, a partner with ATTORNEY shall serve as City Attorney for CITY, who shall be primarily responsible to perform or cause to be performed the work described in this Agreement.
- 1.3 The City Attorney shall be entitled to appoint one Assistant City Attorney and Deputy City Attorney as necessary to perform the services referenced in this Agreement. The selection of the Attorney to act in the capacity of Assistant City Attorney and/or Deputy City Attorney shall be subject to the approval of City Council.

(City of Dana Point, 2011)

1. Designation of City Attorney

_____ is hereby retained to provide legal services to the City, as its City Attorney, effective _____. _____ will supervise such other members of his law firm, who shall have at least four years of public/municipal law experience as a California-licensed attorney, to assist him in the performance of this agreement, and to act as City Attorney when _____ is unable to act due to illness, vacation or other reason, or when _____ requires assistance. The parties acknowledge that because the relationship between a client and its attorney is only effective when the client has complete trust and confidence in the attorney, the City Council or the City Manager will have the authority to veto any attorney who _____ selects to assist him in the performance of this Agreement.

(City of San Carlos, 2008)

Article 2

INDEPENDENT CONTRACTOR/AT-WILL STATUS

COMMENT: A contract city attorney is typically designated an independent contractor, rather than an employee. In some cases, he or she can be identified as an ‘at-will’ employee, as demonstrated by the city of Galt below. There may be procedural steps involved in terminating a contract city attorney agreement and those can resemble the provisions found in the Full-Time City Attorney Employment Agreements.

7. Termination of Agreement and Legal Services

This Agreement and legal services to be rendered under it may be terminated at any time upon written notice from either party, with or without cause.

(City of San Fernando, 2012)

3.6 Independent Contractor

_____ shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which _____, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth.

Except as it relates to services performed by _____ for the Client, the Client shall have no voice in the selection, discharge, supervision or control of _____'s employees, representatives or agents, or in fixing their number, compensation, or hours of service.

(City of Clayton, 2011)

3. At Will Employment

Employee is an "at will" employee who shall serve at the pleasure of the City Council. Accordingly, the City Council may terminate Employee's employment at any time, with or without cause. This provision may not be altered except by a written instrument executed by Employee, and formally approved by the City Council, which specifically references this Agreement and section.

(City of Galt, 2010)

Article 3

SCOPE OF SERVICES

COMMENT: A critically important provision in a legal services agreement is a clear delineation of the services to be provided by the contract city attorney. Such a delineation may vary greatly from city to city. Representation in specific types of proceedings should be identified with particularity. A city council may direct its city attorney to prosecute municipal code violations, like the city of Mission Viejo does below. Any such direction is subject to the ethical obligation of the attorney to independently assess the prosecution of an individual case. A city council may decide that it wants its city attorney to provide bond or financial services, as the city of Bell did below. Before making such a decision, the council should assure that the city attorney and/or law firm has the specialized expertise to provide such services.

2. Scope of Work and Duties

- A. _____ shall perform any and all work necessary for the provision of City Attorney services to City, including, without limitation, the following:
- (i) Attendance at City Council meetings unless excused by the City Manager or his/her designee, and other board and commission meetings on request of the City Manager or his/her designee; and
 - (ii) Provide legal advice, written legal opinions, and consultation on all matters affecting the City to the City Council, City Manager, boards, commissions, committees, officers, and employees of City and as requested by the City Council, the City Manager, or his/her designee, in accordance with such policies and procedures as may be established by City from time to time; and
 - (iii) Be available for telephone consultation with City staff, as needed on legal matters which are within their area of operation and maintain office hours at City Hall as requested by the City Manager at times mutually agreed to by the City Manager and designated City Attorney; and
 - (iv) Prepare or review necessary legal documents such as: ordinances and resolutions; all agreements of any nature; all real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memorandums of understanding; franchise agreements; and all similar documents, all as requested by City; and
 - (v) Represent and advise City on pending and potential litigation as requested by City; notwithstanding the foregoing, it is expressly understood that _____ shall not be responsible for any pending litigation matter(s) handled

by attorneys previously or otherwise employed by the City until all files have been transferred to _____ and _____ has specifically appeared in the matter(s) as attorneys of record on behalf of City; and
 (vi) Monitor pending and current litigation and case law as appropriate; and
 (vii) Supervise outside legal services, if any.

(City of Yuba City, 2018)

Section 1. City Attorney

(a) City hereby retains Counsel to provide and Counsel agrees to provide legal services as City Attorney. The services to be provided shall be in the following categories:

(1) "Regular Services" shall include the following:

- (i) Attendance at all regular meetings of the City Council;
- (ii) Supervision of Assistant City Attorney;
- (iii) Manage litigation matters handled by firms other than _____; and
- (iv) Reviewing of all Agenda reports in connection with City Council meetings.

(2) "Extraordinary Services" shall include the following:

- (i) All representation of the City in litigation matters;
- (ii) All representation of the City in adversarial administrative proceedings such as personnel hearings, permit revocations and the like;
- (iii) Advising, negotiating and/or litigating regarding dissolution of the former _____;
- (iv) Reviewing all City Ordinances, Resolutions and contracts;
- (v) Negotiating and advising the City regarding economic development matters, development agreements or other non-routine or complex agreements and;
- (vi) Review agreements prepared by the assistant City Attorney;
- (vii) Negotiating and advising the City regarding economic development projects of the City, as may, from time to time, be specifically requested by Agency or City. Such services may include, but shall not be limited to, advising Agency, or City, their staff and consultants, preparing legal opinions and other legal documents requested by Agency, City, Financial Authority or Housing Authority, and/or preparing development agreements; and
- (viii) Special assignments not otherwise described in Sections 1(a)(1) and 1(a)(2) hereof.

(City of Lancaster, 2014)

6.6 Legislative/Lobby Services City authorizes firm to provide legislative and government relation services to City as its registered lobbyist in the State of California. Firm shall not charge or invoice City for legislative services under the compensation structure set forth in the Agreement.

(City of Turlock, 2019)

Section 2. Legal Services. The Firm shall perform the following legal services for the City:

.....

E. Undertake prosecution of violation of City ordinances as directed to do so by the City Council or City Manager.

(City of Mission Viejo, 2020)

6. Bond or Financial Services

Bond or Financial Services shall mean those situations where _____ acts as Bond Counsel for City with regard to the issuance of securities by City; after review and accord of the proposed issue by independent review Counsel if selected by City, _____ shall be compensated for Bond or Financial Services on a flat fee non-contingent basis of \$_____ per hour or on a contingent finance option as shown on Exhibit "A". The choice of options shall be solely at the discretion of the City Council.

(City of Bell, 2011)

Article 4

BUDGET AND BUDGETING

COMMENT: Many legal services agreements contain provisions that attempt to maintain fiscal control over the cost of legal services. This may include reference to the city budget as in the excerpt from the Modesto contract below or by requiring budgets for litigation as in the Pasadena provision.

d. Budget

- i. City acknowledges that the total costs of legal services of the City are a result of complex factors, many of which are beyond the control of Attorney. As City Attorney, Attorney will work closely with the City Manager and City Finance Department staff to create new tools to monitor the cost and efficiency of legal services to the City, and to endeavor to manage the City's total legal costs, including fees and costs paid to Attorney, to be within or below City approved budgets. Attorney shall have the authority, in consultation with the City Manager, to reallocate and reassign funds from and among various line items in the City budget for the City Attorney's Office or identified for disbursement to attorneys of the City. Should it become reasonably apparent to Attorney that the actual billings will exceed budgeted funds for the City Attorney's Office estimate of anticipated legal costs and fees, Attorney shall notify City thereof in advance and shall submit a revised written budget estimate and request for City's approval.

(City of Modesto, 2014)

3.0 Budgeting

Associate Counsel handling City matters will be expected to institute and to adhere to budgeting and planning procedures established in the sole discretion of the City Attorney. The general framework of the budgeting and planning procedures is as follows:

3.1 Budget.

- 3.1.1 On request of the City Attorney and on forms as may be required by the City, Associate Counsel shall provide a plan and a budget, or a revision thereof, which will include a projection of recommended steps to be taken in the assigned matter and a range of costs for each step.
- 3.1.2 The budget shall call for an estimate of the attorneys' hours and fees and disbursements during each phase and activity.
- 3.1.3 The budget is not a fixed fee agreement and is subject to revision. However, Associate Counsel understands and agrees that failure to timely submit a budget or major unjustified deviations therefrom may constitute a breach and result in termination of this Agreement with Associate Counsel.

4.0 Litigation Budgeting

Associate Counsel handling City matters will be expected to institute and to adhere to litigation budgeting and planning procedures established in the sole discretion of the City Attorney. The general framework of the litigation budgeting and planning procedures is as follows:

4.1 Case Budget:

- 4.1.1 Associate Counsel shall, on such forms as may be required by the City, if requested by the City Attorney, provide a Litigation Plan and a Case Budget, or revisions thereof, which will include a projection of recommended steps to be taken in the litigation and a range of costs for each step. The Plan and Budget will be reviewed and updated as necessary, at least every twelve months, or as more frequently requested by the City.
- 4.1.2 The Case Budget shall include an estimate of the attorney’s hours, fees and disbursements during each phase and activity, including: 1) pre-commencement (legal and factual research for the complaint or answer); 2) pleadings; 3) motions (including research); 4) initial discovery; 5) factual investigation of merits (interviewing clients, employees and third parties); 6) review and abstract City documents; 7) expert (non-medical) investigation and report; 8) medical experts and examinations; 9) legal research on merits; 10) more thorough discovery (including the identify of deponents and expected costs of each deposition and preparation); 11) settlement evaluation and negotiations; 12) trial preparation; and 13) trial. All anticipated expenses must be listed and costs estimated.
- 4.1.3 The Case Budget should include the anticipated cost of each line item, the time allotted to complete it and the professional level of the person handling it.
- 4.1.4 Each line item should be given a code number that can be used in the billing process and in preparation of updated progress reports.
- 4.1.5 The Case Budget is not a fixed fee agreement and is subject to revision. However, Associate Counsel understands and agrees that failure to timely submit a Case Budget or major unjustified deviations therefrom may constitute a breach and result in termination of this Agreement with Associate Counsel.

(City of Pasadena, 2002)

Article 5

PRIVATE PRACTICE/CONFLICTS OF INTEREST

COMMENT: The sample provisions below reflect the concern city councils have about a city attorney representing clients other than the city, in addition to other ethical issues. Those concerns are particularly acute when the law firm providing city attorney services also represents other public agencies and perhaps even private sector clients. Although not common in legal services agreements, some such contracts may include a signed Oath of Office provision from article 20, section 3 of the California Constitution perhaps as an attachment to the Agreement. For an example, see the city of Pomona below.

7. Conflicts

_____ shall comply with all applicable laws and professional rules and standards relating to any known ethical conflict of interest involving the City and matters upon which _____ is providing legal services under this Agreement. _____ shall not reveal confidential information of the City except with the consent of the City Council or as otherwise required by law. _____ shall notify the City Council of any conflict of interest related to matters

upon which it is providing legal services under this Agreement upon discovery of any such conflict. In the event that such conflict is not or cannot be waived or resolved, the City shall retain alternate counsel.

(City of San Marino, 2017)

Absence of Conflicts

In order to avoid conflicts of interest among _____'s clients, _____ maintains a conflict of interest index. _____ will not represent any party with an interest that may be adverse to an indexed person without an examination to determine if a conflict of interest would be created. In connection with the City, _____ has indexed the following name: _____. Please review this list to determine whether any other individuals or entities should be added. Unless _____ hears from the City to the contrary in writing, _____ will assume by its signature on this Agreement that the above listing is accurate and complete.

(City of Beaumont, 2020)

7. Conflicts of Interest

In addition, _____ represents that she abides by the ethical principles adopted by the City Attorney's Department of the League of California Cities, including but not limited to Principle 3, which encourages city attorney conduct in a nonpolitical manner, such as not making political contributions to candidates for offices in cities she represents as city attorney. _____ represents that it also abides by the ethical principles.

(City of Pomona, 2018)

9. Conflicts of Interest

- A. COUNSEL has an extensive municipal and public law practice on a regional basis. COUNSEL represents a variety of public agencies in San Bernardino County, some of whom may interact with the CITY. COUNSEL will not represent the CITY and one of COUNSEL's public agency clients interacting with the CITY unless the CITY and the public agency client have consented in writing to such dual representation.
- B. The CITY and COUNSEL understand and agree that COUNSEL is Legal Counsel for the Local Agency Formation Commission of San Bernardino County. COUNSEL is also General Counsel for Big Bear Area Regional Wastewater Agency ("BBARWA"). This Agreement constitutes the CITY's consent for COUNSEL to represent CITY and the above-mentioned COUNSEL's public agency client interacting with the CITY. The CITY may withdraw such consent by giving written notice of such withdrawal of consent to COUNSEL. COUNSEL will give written notice to the CITY of the non-consent of any of COUNSEL's public clients to such dual representation.

(City of Big Bear Lake, 2016)

Exhibit "B"

OATH OF OFFICE

California Constitution Article 20, Section 3

I _____ do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

(City of Pomona, 2018)

Article 6

COMPENSATION

COMMENT: Compensation for contract city attorneys varies greatly depending on the services being provided. As reflected in the provisions below, both retainers and hourly rates are used, and sometimes there is a combination of the two. Special rates are often described for particular services like bond or financial services. For example, it is not uncommon to build in rate adjustments to reflect increases in the Consumer Price Index, as the city of Laguna Niguel did below.

Compensation

_____ shall be compensated under the terms of this Agreement as follows:

A. General Legal Services

The City shall pay _____ a retainer of \$_____ per month, which amount will cover all general legal services up to fifty (50) hours per month. General legal services in excess of the 50 retainer hours per month shall be billed at the rate of \$_____ per hour. The retainer shall be prorated for the first partial month of services provided hereunder.

B. Specialized Legal Services/Special Projects

Specialized projects and non-litigation legal services not included within the retainer shall be billed to City at the rate of \$___ per hour. Any special projects billed outside of the retainer require prior approval of the City Council or City Administrator, or designee. Paralegal services shall be billed at the rate of \$___ per hour. All costs and expenses, except those set forth in Section 3.G below shall be deemed included in the foregoing hourly billing rates.

C. Litigation Services

Litigation matters approved by the City Administrator and/or City Council shall not be included in the retainer amount. Litigation legal services shall be billed at the rate of \$___ per hour. Paralegal services shall be billed at the rate of \$___ per hour. All costs and expenses, except those set forth in Section 3.G below shall be deemed included in the foregoing hourly billing rates.

D. City Prosecutor Services

_____ agrees to perform all necessary legal services as Contract City Prosecutor. Fees for code enforcement matters shall be \$_____ per hour. Paralegal services shall be billed at the rate of \$___ per hour. All costs and expenses, except for those as set forth in Section 3.G below shall be deemed included in the foregoing hourly billing rates.

E. Summary of Labor Rates:

Basic Legal Services (First 50 Hours)	\$ _____	Per Month
Basic Legal Services (over the Retainer)	\$ _____	Per Hour
Special Services/Project	\$ _____	Per Hour
Litigation	\$ _____	Per Hour
Paralegal:	\$ _____	Per Hour

(City of Placentia, 2015)

4. Compensation

City and Attorney expect that virtually all time and expenses expected to be incurred in provision of these services will be included in the monthly retainer of \$_____. The monthly retainer is based upon an estimate of 50 hours per month to be spent on "included" services. The parties agree that the monthly retainer will not change if time spent on "included" services exceeds 50 hours. The parties agree to meet and confer at the request of the other on the subject of whether the monthly retainer accurately reflects time spent by Attorney on City included services. Time spent on "excluded services" as described in Attorney's proposal shall be billed at the hourly rate of \$_____

Attorney shall bill City on a monthly basis for services rendered in the prior month. Attorney's invoice shall describe in detail the services rendered and shall include a reference to the Legal Services Request which generated the invoice. Time spent shall be set forth in one-tenth of an hour increments. Work on excluded services shall be approved in advance by City through its City Manager or his or her designee.

(City of Imperial, 2020)

Section 3. Compensation

A. Legal Services shall be compensated as follows:

Retainer	\$	per month (60 hours at \$____/hr)
Excess Attorney time:	\$	per hour for senior attorney/partners (Attorneys with at least 5 years' experience)
	\$	per hour for junior attorneys
Paralegal:	\$	per hour
Clerk:	\$	per hour

Attorneys shall not be compensated for travel between the Attorneys' office and City Hall. Attorneys will not bill the City for routine copying, telephone, mileage, facsimile, word processing or electronic research within the Attorneys' contract plan. Attorneys will bill the City, without any mark-up, actual expenses for electronic legal research, parking, filing fees, transcripts, delivery charges, extraordinary copying and similar out-of-pocket expenses. These items will be separately designated on Attorneys' monthly statements as "disbursements" and will be billed in addition to the fees for professional services. To obtain reimbursement, Attorneys will submit a summary of these expenses, along with supporting receipts, within 30 days of the expense being incurred.

(City of Moreno Valley, 2020)

Billing Rates

(1) For General City Attorney Services, City agrees to compensate _____ in the amount of \$_____ per month. The parties agree and understand that the City shall pay _____ \$_____ regardless of the amount of hours billed for General City Attorney Services, in recognition that the City is securing the General City Attorney legal services and availability of _____ during the term of this Agreement. _____ will issue an invoice that outlines the days and total amount of hours billed for "General Legal Services." These general entries will only require that the generalized topic of the legal services be described. For example, "General Legal Services – Office Hours or Administration."

(2) For Additional General and Retainer Services, City agrees to compensate _____ in the annual maximum amount of \$ _____ per Fiscal Year. Additional General Services may be provided by _____ at the sole discretion of the City Attorney or Chief Assistant City Attorney at the following Rates:

- Partner -- \$____/hr.
- Of Counsel -- \$____/hr.
- Senior Associate -- \$____/hr.
- Junior Associate -- \$____/hr.
- Paralegal/Clerk -- \$____/hr.
- Admin. Asst. -- \$____/hr.
- Research Analyst -- \$____/hr.

_____ will issue an invoice that outlines the days and total amount of hours billed. These entries will describe the work performed.

- (3) Additional Specialized Legal Services shall include legal services described as Additional Specialized Legal Services in Section 2(C) of the Agreement or for any other services not specified, but requested by the City. All such matters may only be compensated after the City Manager or the City Council approves a specific engagement letter outlining the work to be performed. The engagement letter shall identify the staff person requesting the work, the project, and the hourly rates at which the work shall be performed. The rates for Additional Specialized Legal Services shall range between \$____ and \$____ per hour for paralegals and \$____ and \$____ per hour for attorneys, unless a separate legal services agreement between the City and _____ is approved by the City Council.
- (4) Reimbursable Services shall include those described in Section 2(D) of the Agreement. The hourly rate for such services will be the applicable private hourly rate of the respective _____ attorney, with or without a discount as negotiated at the time the new matter is approved through a written engagement letter.
- (5) Bond and finance fees shall be as set forth in Section 6 of the Agreement and Exhibit A-1 set forth hereto.
- (6) Project Participation costs shall be no more than \$_____ per year for public policy and ethics and not more than \$_____ per year for CEQA.

(City of Santa Ana, 2014)

5.2 Adjustment in Rates by change in CPI

Commencing July 1, 2020, and annual thereafter, the hourly rates set forth in Exhibit “A” shall automatically increase by the percentage change in the Consumer Price Index (All Urban Consumers; Los Angeles-Riverside-Orange County). The calculations shall be made using the month of April over the month of April in the prior year. Any such annual adjustment that equals or exceeds three percent (3%), and any other adjustments in the rates, shall require prior written approval of the City Council.

(City of Laguna Niguel, 2019)

D. Non-Billable Time

Attorneys shall not bill for non-productive travel time between the Firm’s office in the City of Orange, and City Hall.

(City of Mission Viejo, 2020)

Article 7

BILLING STATEMENTS/INVOICES

COMMENT: It is common in legal services agreements to identify the timing and content of billing statements sent by the contract city attorney to the city. Also, there may be a description of what happens if a bill is questioned, as seen in the city of Menifee example.

c. Billing

- i. Legal Billings shall be submitted to City every thirty (30) days unless otherwise advised.
- ii. Each task shall be distinctly and completely identified. In litigation matters, City will not pay invoices that contain block billing. Each billing entry must contain the initials of the individual performing the task, the nature of the task, the date it was performed, and the length of time it took.
- iii. Costs under \$_____ shall be paid by Attorney and submitted with their normal billing.
- iv. City reserves the right to audit all invoices.
- v. Payments to attorney shall be made within a reasonable time after receipt of Attorney's invoice, generally within sixty (60) days of receipt. Attorney shall be responsible for supplying all documentation necessary to verify the monthly billings to the satisfaction of City. Attorney may add a late payment charge of 1.5% per month to invoices not paid within sixty (60) days.
- vi. In addition to the provision stated elsewhere in this Agreement regarding the payment of fees, billing and budgeting, the following guidelines for billing apply:
 - (1) City expects each individual working on the matter for which Attorney is retained to have the necessary experience to perform the services required to protect or pursue the City's interests in the matter in a cost effective manner, consistent with high professional and ethical standards.
 - (2) City expects Attorney to select an individual suitable for the task required and the specific needs of the matter, and to use the maximum efficiencies available. Billings for services performed by the inappropriate level of personnel will be reduced by City based on rate adjustments for the appropriate level of personnel.
 - (3) City will not pay for unnecessary review of texts, codes, rules of court, or other fundamental references. City will pay the hourly rate for specific legal research which is unique to the matter, assuming that Attorney has used maximum efficiencies and that Attorney has not already recently performed research in the same or very similar areas of law.

(City of Modesto, 2014)

2.1 Invoices. Law Firm shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- » Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- » The beginning and ending dates of the billing period;
- » A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion; and
- » The total number of hours of work performed under the Agreement by Law Firm.

2.2 Monthly Payment. Client shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Client shall have 30 days from the receipt of an invoice that complies with all the requirements above to pay Law Firm.

(City of Willows, 2020)

8. Statements and Payment

_____ shall render to City a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with City funding categories or to track project costs, or such other basis as the City may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by City within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by the City with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (3) days after the due date shall draw interest at the legal rate.

(City of Menifee, 2014)

Article 8

COSTS/EXPENSES

COMMENT: Most legal services agreements identify what costs incurred by the city attorney will be paid or reimbursed by the city. Sometimes there is a cap on the expenses that will be reimbursed without advance authorization, as in the excerpt from the city of Carmel-By-The-Sea below.

Costs

City Attorney will, in addition to fees for general counsel services, incur various costs and expenses in performing Legal Services under this Agreement. CITY agrees to reimburse City Attorney for all actual and necessary costs incurred in performing General Counsel Services and Extraordinary Services. Costs shall include reimbursement to City Attorney for reimbursable expenses including, but are not limited to fees required or assessed by law, court or other agencies, process server fees, notary fees, court reporter, outside investigator fees or expert fees pertaining to City litigation, messenger and delivery fees, postage, copying and travel expense for travel outside the borders of Monterey County. Mileage shall be charged at the then-current IRS reimbursement rate.

Unless required by circumstances to preserve the CITY’s interests, no external cost in excess of \$ _____ shall be incurred without consent of the City Council. In order to aid in the preparation or presentation of any case as City Attorney, it may become necessary to hire special experts. No person shall be employed in this capacity, however, without consent of the City Council. City

Attorney is not obligated to pay or advance any costs or expenses, and may, at its sole option: (1) request CITY to advance payment for the cost item(s); (2) arrange to have the cost billed directly to CITY; or (3) advance the cost on behalf of CITY and see reimbursement.

If CITY authorizes attendance, the CITY shall reimburse City Attorney for registration and travel expenses (excluding hourly charges) relating to conferences or functions held by the League of California Cities, in the same manner as expenses are paid for Council Members, the City Administrator, or the City staff.

(City of Carmel-By-The-Sea, 2018)

5. Costs and Other Expenses

_____ may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by City. These costs and expenses are described in more detail in Exhibit "B". City agrees to reimburse _____ for these costs and expenses in addition to the fees for legal services. Reimbursable costs shall not include any overhead or administrative charge by _____ or _____'s cost of equipment or supplies except as provided herein.

_____ may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). City will be responsible for paying such fees and charges. _____ will not, however, retain the services of any outside investigators, consultants, or experts without the prior approval of City. _____ will select any investigators, consultants, or experts to be hired only after consultation with City.

The cost and expense referenced to herein include certain travel expenses; transportation, meals, and lodging; when incurred on behalf of the client. Generally, except in connection with litigation (travel costs to court and for discovery are chargeable), these will only be charged when outside of the area, and only with the prior agreement of City.

Finally, periodically, when on-site, _____ personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the City as well as other clients. _____ will not be charged for such expenses and, in exchange, will not charge the City for calls made from our office or other locations to the City.

(City of Glendora, 2018)

6.5 Costs, Expenses and Advances

City shall pay for costs, expenses, and advances incurred by Firm on behalf of City and services provided by or obtained through Firm on behalf of City ("Costs & Advances"). Such Costs & Advances shall be the actual cost of the service obtained and there shall be no mark-up of the Costs & Advances by the Firm. Costs & Advances include, but are not limited to: outside courier services, court runner services, court reporter services, and transportation services. The Parties agree that City shall pay the Costs & Advances of copying and printing at the rate of _____ per page, as adjusted annually by the CPI. Automobile mileage will be calculated at the rate per mile that is provided by the Internal Revenue Service at the time the expense is incurred. All Costs & Advances shall be itemized on Firm's monthly invoice to City and shall be due pursuant to Section 6.8 of this Agreement.

(City of Sonora, 2019)

Article 9

RESOLUTION OF DISPUTES

COMMENT: Many legal services agreements with contract city attorneys provide administrative procedures to resolve disputes between the city attorney and the city. The subject matter covered by the procedure may be limited to fee disputes (city of Monterey Park) or it may apply more broadly (city of Carmel-By-The-Sea). Although such provisions appear also in full-time city attorney employment agreements, they are more common in contract city attorney agreements.

4. Resolution of Fee Disputes

The City is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles pursuant to the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. In the event that City chooses not

to utilize the Los Angeles County Bar Association’s arbitration procedures, City agrees that all disputes regarding the professional services rendered or fees charged by the Firm shall be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

(City of Monterey Park, 2020)

Dispute Resolution

Recognizing the absolute ability of either party to this agreement to terminate the relationship with 90 days written notice, under conditions as set out above, the parties also acknowledge that they may wish to resolve an issue without exercising the termination provisions of this agreement. Therefore, in the event the CITY becomes dissatisfied with any aspect of its relationship with City Attorney, including, for example, the quality or adequacy of representation or fees and/or charges, the CITY shall bring such concerns to the attention of City Attorney immediately. It is acknowledged that most problems can be resolved by good faith discussion. Nevertheless, it is possible a dispute may arise which cannot be resolved by discussion. In such an event, each party agrees to submit that matter to the following resolution process.

In case any disagreement, difference, or controversy shall arise between the _____ and the CITY with respect to any matter in relation to or arising out of or under this Agreement, whether as to the construction or operation thereof, or the respective rights and liabilities of the parties or otherwise, and the parties to the controversy cannot mutually agree as to the resolution thereof, then such disagreement, difference, or controversy shall be determined by proceeding with the following procedure:

Either party may give notice to the other of the dispute and the City Administrator and the City Attorney or their designees will meet within three (3) business days to attempt to resolve the dispute. In the event that the parties are unable to reach an agreement as to how the dispute may be resolved within thirty (30) days, after the notice of dispute has been issued, both parties hereby agree to submit the dispute to mediation. The mediator shall be jointly selected by the parties, or failing agreement on the selection of a mediator, within thirty (30) days, from the date of first notice of dispute, the mediator shall be selected by a retired Judge or Justice selected by the supervising Judge of the Civil Division of the Monterey County California Superior Court.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 shall be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. The submission to Mediation in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved.

In the event the parties are unsuccessful in resolving through the mediation process a dispute concerning only the amount of attorneys’ fees and costs incurred, then the parties agree that the attorneys’ fees and costs dispute shall be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator. The award by the arbitrator shall have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and shall be subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A “Prevailing Party” shall be determined in the Arbitration, and the prevailing party shall be entitled to reasonable attorney’s fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs shall include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees shall be considered costs recoverable in that proceeding, and be included in any award.

(City of Carmel-By-The-Sea, 2018)

Article 10

INSURANCE/INDEMNIFICATION

COMMENT: Many cities require contract city attorneys to maintain insurance covering acts and omissions. Some such provisions are very detailed (city of Modesto). Some provisions require the city attorney to indemnify the city for any liability arising from acts of the city attorney, regardless of insurance coverage (city of Sausalito). Somewhat less common are indemnification provisions whereby the city indemnifies the city attorney for certain actions, as seen in the city of Galt example.

14.0 Indemnity

_____ agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers. _____'s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not be in any way be limited by, the insurance obligations contained in this Agreement.

Further, _____ will indemnify City, and hold it harmless, from an assertion that as a result of providing services to City, _____ or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, however, _____'s obligations for any payments to such claimant shall be limited to those payments which City may be required to pay.

(City of Sausalito, 2021)

5. Insurance and Indemnification. During the entire term of this Agreement, Attorney shall maintain the following insurance:

- a. Minimum Scope of Insurance: Coverage should be at least as broad as:
 - i. Insurance Services Office Form No. CG 0001 (Commercial General Liability);
 - ii. Insurance Services Office Form No. CA 001 (Ed. 1/87) (Automobile Liability, Code "any auto");
 - iii. Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
 - iv. Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.
- b. Minimum Limits of Insurance: Attorney shall maintain limits no less than:
 - i. Commercial General Liability: \$1,000,000 combined single limit per occurrence, including endorsements for contractual liabilities, broad form property damage and personal injury.
 - ii. Automobile Liability: \$1,000,000 combined single limit per accident for personal injury and property damage arising from owned, hired and non-owned vehicles.
 - iii. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

- iv. Professional Liability (Errors and Omissions): \$2,000,000 combined single limit per occurrence.
- c. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City.
- d. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
 - i. General Liability and Automobile Liability Coverages:
 - (1) The General Liability and Automobile Liability policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as additional insureds. Such policy(ies) of insurance shall be endorsed so that Attorney's insurance shall be primary and any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Attorney's insurance and shall not contribute with it.
 - (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
 - (3) Coverage shall state that Attorney's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - ii. All Coverages:
 - (1) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to City. In addition, Attorney agrees that is shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to City and City approves the reduction in coverage or limits. Attorney further agrees that is shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to City and City approves such increase.
 - (2) In the event claims made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Agreement and the requirements of this section relating to such coverage shall survive termination or expiration of this Agreement. Attorney shall furnish City with the certificate(s) and applicable endorsements for ALL required insurance prior to City's execution of this Agreement.
- e. Acceptability of Insurers: Insurance shall be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B:IX be acceptable.
- f. Verification of Coverage: Attorney shall furnish City with certificates of insurance showing compliance with the above requirements and with original endorsements affecting all coverages required by this Agreement both prior to the execution of this Agreement, and during the pendency of this Agreement at any time upon request by City. The certificates and/or endorsements shall set forth a valid policy number for City, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be forwarded to the City Representative.
- g. Payment Withholding: City shall withhold payments to Attorney if the certificates of insurance and endorsements required in this section are canceled or Attorney otherwise ceases to be insured as required herein.
- h. Indemnity: City acknowledges that _____ is being appointed as City Attorney, Chief Assistant City Attorney and Special Counsel pursuant to the authority of Government Code section 36505, and has authority of that office. Accordingly, the City is responsible under Government Code section 825 for providing a defense for Attorney,

including the City Attorney, Assistant City Attorney and Special Counsel for actions within the scope of its engagement hereunder.

(City of Modesto, 2014)

7. Indemnification

The City shall defend, hold harmless and indemnify Employee against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's performance of his duties. Such indemnity shall cover Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by Employee.

The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by Employee must be made with the prior approval of Employer in order for indemnification, as provided in this Section, to be available.

The City's obligation to defend and indemnify Employee is contingent on Employee's cooperation with the City, and with defense counsel. In addition, the City's obligation is contingent on Employee's conduct having occurred within the course and scope of his employment.

In the event of a claim or litigation against both the City and Employee, the City may retain a single attorney to defend both parties, unless there appears to be a conflict in the positions of the City and Employee. In the event that there is a conflict between the City and Employee, then separate counsel shall be retained for each party, and Employer shall pay for both attorneys.

(City of Galt, 2010)

Article 11

FILES AND RECORDS

COMMENT: It is important for legal services agreements to describe what happens to files created in connection with the city attorney's work. Typically, they are owned by the city but maintained at the city attorney's office. When the agreement ends, usually there is a provision for transferring the files to the city.

8.1 Records Created as Part of Law Firm's Performance

All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Client. Law Firm hereby agrees to deliver those documents to the Client upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Client and are not necessarily suitable for any future or other use. Client and Law Firm agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

(City of Willows, 2020)

10. Ownership of Records; Retention of Records

Upon termination of this AGREEMENT, all reports, plans, documents, records, and data or certified copies of same prepared by _____ pursuant to this AGREEMENT shall become property of CITY. _____ shall deliver such reports, plans, documents, records and data to CITY upon CITY’s written request.

_____ shall keep and maintain full and complete documentation and accounting records, employees’ time sheets, and correspondence pertaining to the services performed hereunder, and _____ shall make such documents available for review and/or audit by CITY and CITY’s representatives at all reasonable times during the AGREEMENT period and for at least four (4) years form the date of the completion and or termination of this AGREEMENT.

(City of Saratoga, 2005)

Section 12. Ownership of Records

- A. The Firm shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. The Firm shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Firm shall provide free access to the representatives of City or its designees at reasonable times to such books and record, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Firm. With respect to computer files, the Firm shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

(City of Mission Viejo, 2020)

Article 12

SUBCONTRACTING/ASSIGNMENT

COMMENT: Many legal services agreements require city approval prior to the city attorney assigning or contracting out any of the services contemplated by the agreement.

9. Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of _____, its partners, associates, and employees, was a substantial inducement for City to enter into this Agreement. Therefore, _____ shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of City. Adding attorneys to _____, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of City or amendment hereof.

(City of Menifee, 2014)

11. Subcontractors

- 11.1 The FIRM's firing or retaining of third parties (i.e. subcontractors) to perform services pursuant to this AGREEMENT is subject to prior approval by the CITY.
- 11.2 All contracts entered into between the FIRM and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work and for the duration of this AGREEMENT. The FIRM shall require the subcontractor to obtain all policies described in section 9 of this AGREEMENT in the amounts required by the CITY, which shall not be greater than the amounts required of the FIRM.
- 11.3 The CITY shall not be made a party to any judicial or administrative proceeding to resolve a dispute between the FIRM and any consultants, contractors or others hired by the FIRM to perform or assist in performing services under this AGREEMENT. The FIRM agrees to defend and indemnify the CITY as described in Section 11 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute or should the CITY incur any costs in responding to third-party discovery requests.

(City of Encinitas, 2019)

8.2 Assignment and Subcontracting

City and Firm recognize and agree that this Agreement contemplates personal performance by Firm and is based upon a determination of Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Firm. Firm may not assign this Agreement or any interest therein without the prior written approval of the Mayor. Firm shall not subcontract any portion of the performance contemplated and provided for herein, other than to outside counsel as described in Section 6.4 of this Agreement, without prior written approval of City.

(City of Sonora, 2019)

Article 13

TERMINATION

COMMENT: The termination of legal services agreements with contract city attorneys or firms are often similar to termination of a full-time, at-will city attorney. Possible differences for contract city attorneys include the following: the obligation for the departing attorney to cooperate with the city during the transition to a new attorney, provision for transfer of files, and assurance that the attorney/firm will be paid for work done prior to termination.

Termination

The City may terminate this Agreement, with or without cause, upon written notice to _____.

_____ may terminate, with or without cause, on sixty days written notice to the City. In either event, the City agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record. _____ agrees to cooperate fully in any such transition, including the transfer of files. Notwithstanding the termination of _____'s services, City will remain obligated to pay to _____ all fees and costs properly incurred prior to termination.

(City of Artesia, 2019)

5.0 Termination of Agreement and Legal Services. This Agreement may be termination by the City immediately with or without cause. _____ may terminate the agreement upon sixty (60) days' written notice of termination.

In such even, all finished or unfinished documents, project data and reports, both originals and all duplicate copies, in all forms and media requested by the City, shall immediately be turned over to the possession of City, which owns all such materials. IN the event of such termination, _____ shall be paid for all satisfactory work, unless such termination is made of cause, in which event compensation, if any, shall be adjusted in the City's sole discretion in light of the particular facts and circumstances involved in such termination.

(City of Sausalito, 2021)

6. Termination of Agreement

City has the right to terminate the Firm's representation at any time, without cause, subject to an obligation in writing to the Firm at least thirty (30) days prior to termination. Termination is effective thirty (30) days from the date of the written notice unless otherwise specified therein. The Firm has the same right, subject to the Firm's ethical obligations to allow the City sufficient notice prior to termination so that City will be able to arrange alternative representation. In either circumstance, City agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of counsel as counsel of record in any action in which the Firm may represent the City. The Firm agrees to cooperate fully in any such transaction, including allowing for the retrieval of all files held by the Firm. Notwithstanding the termination of the Firm's representation, City shall remain obligated to pay to the Firm all fees and costs incurred prior thereto.

(City of Chico, 2020)

Article 14

GENERAL/MISCELLANEOUS

COMMENT: Most legal services agreements conclude with fairly standard legal provisions that address the agreement itself. Many also appear in the full-time employment agreement, like Entire Agreement, Severability, and Governing Law. (See Appendix A.) The extracts below are more likely to be found in contract city attorney agreements. Although not yet common in legal services agreements, many contracts entered into by cities increasingly contain authorization for electronic or digital signatures in accordance with California Government Code Section 16.5.

Section 20 Advice of Legal Counsel Each party acknowledges that it has reviewed this Agreement with its own legal counsel and based on the advice of counsel, freely entered into this Agreement.

(City of Turlock, 2019)

Corporate Authority

The persons executing this Agreement on behalf of the parties hereof warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

(City of Beaumont, 2020)

Section 21 No Implied Waiver or Breach

The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach or that term or any other term of this Agreement.

(City of Sonora, 2019)

Section 6.04 General Provisions

.....

d. In any action to enforce the terms of this contract, the prevailing party shall be entitled to recover reasonable attorney’s fees and court costs and other non-reimbursable litigation such as expert witness fees and investigation expenses.

(City of Cupertino, 2017)

3.19 Counterparts This Agreement may be signed in counterparts, each of which shall constitute an original.

3.20 Delivery of Notices All notices permitted or required under this Agreement shall be given to the respective parties at the following addresses or at such other address as the parties ay provided in writing for this purpose:

Client: City of Anderson
1887 Howard Street
Anderson CA 96007
Attn: City Manager
[Attorney] -----

Such notices shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

IN WITNESS WHEREOF, _____ THE Client and _____ have executed this Agreement for City Attorney Legal Services as of the date first written hereof.

(City of Anderson, 2011)

Appendix D

City Attorney Transition Checklist

Lynn Tracy Nerland, San Pablo City Attorney, August 2015

What to tell your successor — and what to ask your predecessor or otherwise figure out

FORMATION

Is the city a charter or general law city? If it is a charter city, get the charter.

ADMINISTRATIVE MATTERS

1. Does the city attorney have clerical or admin support? If so, what does that person do?
2. Are there assistant or deputy city attorneys, or other staff, in the office?
3. Are there any outside counsel arrangements and if so, what do they do? (Obtain their agreement/retention letter and billings from the past year.)
4. Is there a key to the city attorney's office?
5. Where are the files kept and are there keys to the files?
6. Is there an alarm if I want to access my office after hours?
7. What is the budget for the office and how are expenses paid? What is the status of the budget? Do departments get billed directly for city attorney time?
8. Can I get new business cards, a nameplate for council meetings, nametag, etc.?

CITY COUNCIL/GENERAL MEETINGS

1. Do any of the council members have unique conflict of interest issues (Is there a map showing where they all live and lease/own property?)
2. What are the council's priorities?
3. What are the priorities of the individual council members? (Just FYI.)

4. What is the best mode of communication with council members? Do they look at email regularly? Are some better at hearing something as opposed to reading it and vice versa?
5. Any relationship issues among the council? With the city manager?
6. What boards, commissions, and council subcommittees exist and does the city attorney typically attend these?
7. What is the typical time and process for closed sessions? Are closed session minutes kept?
8. Does the city council have rules of procedure? Does it follow Roberts Rules of Order? Does the city council look to the city attorney as the parliamentarian?
9. Does the council receive a stipend/salary and benefits?
10. How often has the city council been receiving written updates or status reports from the city attorney, if at all?

CITY MANAGER

1. Does the city manager have set executive staff meetings and does the city attorney attend? (If not, should you?)
2. Does the city manager look to the city attorney for general advice or just specifically legal advice? If so, how will you distinguish between the two?
3. What are the priority issues from the city manager's standpoint?
4. Any particular trainings needed for staff or council? Is the city in compliance with AB 1234 ethics training and procedures?
5. What has been the custom and how do the city manager and the department managers wish legal services be delivered to staff, e.g., formal written opinions, emails, etc.? Are all requests routed through a manager or documented in a service request?

CITY CLERK

1. When did the city last file updated information with the Secretary of State for the roster of public agencies, known as the California Roster or Cal Roster? Are there any other related entities like a financing authority?
2. What is the process for handling Public Records Act requests? Who handles them? What is the city attorney's role and do any template responses exist?
3. Are agendas for council meetings posted 72 hours before a meeting? What about for meetings of boards, commissions, and standing council committees?
4. When was the conflict of interest code last updated? Do officials, employees, and designated consultants file Form 700s on time?
5. Is the city attorney involved in reviewing agendas and staff reports and if so, is there an electronic agenda management system?
6. Does the city attorney review the council minutes before they are finalized?
7. Are the city's records kept in paper files or electronically? If electronically, is there a search program? Is there a records retention policy and is it followed?
8. Is the municipal code kept in paper format or electronically? How often is it updated?
9. Where are the city's current administrative policies and how are updates distributed?

CLAIMS AND LITIGATION

1. Is the city self-insured or part of a joint risk pool?
2. Who has settlement authority? (Obtain a copy of the resolution or ordinance in case the custom does not comport with the actual written authority.)
3. How are claims processed?
4. How has the city handled claims for punitive damages against employees? (Typically, this pertains to police officers.)
5. Is there a public information officer who will handle inquiries from the press about a case or is that the city attorney's role?
6. What are the pending cases?
7. Look at the last letter to the city's auditors prepared by the city attorney regarding existing and potential claims and lawsuits.
8. Does the risk pool place certain insurance requirements or other requirements on its members that may affect claims, contracts, real property documents, etc.?

CODE ENFORCEMENT

1. Where in the organizational chart does code enforcement exist? (Police Department? Building?)
2. How are municipal code violations addressed? Does the city have an administrative citation process?
3. What is the city attorney's role in the code enforcement process? (Be aware of *Haas and Nightlife Partners* due process issues.)

ECONOMIC DEVELOPMENT

1. Did the city have a former redevelopment agency? If so, where in the dissolution process is it?
2. Does the city have any other "related" entities involved in economic development?
3. Is there a map of city-owned properties?
4. Does the city have any leases and who manages those leases (buildings, telecommunications facilities, billboards, etc.)?

FINANCE

1. Is there a purchasing ordinance and more detailed purchasing procedures?
2. Are there templates for various kinds of bid documents and contracts, such as construction, professional services, maintenance, legal services, and design services? Are those templates included with bid and request for proposal (RFP) documents that are sent to bidders/proposers? Is there a contract routing process that involves someone reviewing insurance certificates and additional insured endorsements?
3. What taxes are in place other than property tax and regular sales tax (e.g., business license tax, utility users tax, special taxes, Mello-Roos, and assessment districts)? Have they been approved by the voters? Any Prop. 62 or 218 issues?
4. Is there an expense and reimbursement policy for employees and elected officials?
5. Are there any outstanding bonds requiring continuing disclosures? Are there continuing disclosure policies in place and are they implemented?

HUMAN RESOURCES

1. Is the city attorney involved in preparing notices of discipline, investigations, etc.? If so, how are *Haas/Nightlife Partners* due process issues handled with a Skelly hearing?
2. Is there a civil service commission or similar entity?
3. Who provides AB 1825 anti-harassment training?
4. Are the employees represented? Is the city attorney involved in labor negotiations? Get copies of all memoranda of understanding (MOU).
5. Are there personnel rules?
6. Is the city part of an employment risk pool?
7. Any pending grievances?
8. Any pending appeals of discipline? Other employee issues?

IT

1. Can staff members access email and other programs remotely? If so, how?
2. How long are emails held and is there an email policy?
3. Is there a page on the city's website for the city attorney's office? If so, who has access for updating it?
4. Is there a protocol/contact person for issuing and implementing "litigation holds?"

PLANNING AND BUILDING

1. If there is a planning commission, does legal counsel attend?
2. If legal counsel attends, what are the protocols for observing an "ethics wall" for quasi-adjudicative appeals?
3. What is the status of the following uses: adult business, medical marijuana, cabaret, card rooms/casinos, and massage?
4. Are there any mobile home parks and if so, is there rent control?
5. Does the city collect impact fees, and if so for what? Have collected fees been programmed?
6. Does the city have its own CEQA implementation guidelines or policies?

POLICE

1. Does the police department have updated policies, especially as to the use of force and pursuit?
2. What is the protocol for an officer-involved shooting?
3. How are Pitchess motions handled? Any officers with Brady issues?
4. How are weapons forfeiture petitions handled?

PUBLIC WORKS

1. What is the procedure for encroachments in the public right of way? Is there an ordinance, policy, or permit?
2. Who provides various utility services (water, sewer, storm drainage, garbage, recycling phone, gas, electric, and cable) and are there any issues with these services?
3. Does the city have a transition plan under the Americans with Disabilities Act (ADA)? Is anyone identified as the ADA coordinator or recipient for complaints or questions? Does the website have the contact information and related information?



LEAGUE OF
**CALIFORNIA
CITIES**

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www.calcities.org | www.westerncity.com

Sec. 8.3. Mayor, presiding officer.

The Mayor shall be the executive head of the City of Redondo Beach for the purposes hereinafter set forth:

- (a) The Mayor shall preside over the meetings of the City Council.
- (b) The Mayor shall be the representative of the City for all ceremonial purposes.
- (c) The Mayor shall sign, on behalf of the City, all contracts, ordinances, resolutions and warrants except when the City Council, by ordinance, has authorized the City Manager, or other officer or other employee to approve and sign a written contract on behalf of the City.
- (d) The Mayor shall approve all bonds as to amounts.
- (e) The Mayor shall perform such other duties as may be prescribed by this Charter or as may be assigned by the City Council.

Sec. 19. Public works, contracts.

In June of every odd numbered year, the City Council shall set or affirm a threshold value for how public works contracts are to be awarded. Every contract involving an expenditure equal to or more than this threshold value for public works projects, including the construction of improvements of public buildings, streets, drains, sewers, utilities, parks and playgrounds shall be let either to: (1) the lowest responsible bidder, after notice by publication in the official newspaper by one or more insertions, the first of which shall be published at least ten (10) days before the time for opening bids; or (2) the best value design-builds entity or best value design-build-operate entity responding to a request for proposals.

Public works projects below the threshold value may be performed by employees of the City, by force account, by negotiated contract, by purchase order, or by using procedures set by the City Council by ordinance.

The Council may at any time amend the threshold value by a four-fifths (4/5) vote.

The Council may reject any and all bids received whenever in the opinion of the City Council:

- (a) The bid or bids do not strictly comply with the notice and specifications.
- (b) The Council finds and determines that the proposed project or purchase should be abandoned.
- (c) The Council finds and determines that the materials may be purchased more reasonably on the open market and the work done cheaper by day or City labor.
- (d) The Council determines that the bids are higher than anticipated and a new call for bids would result in savings to the City.
- (e) The Council determines that it would be in the best interest of the City to delay the work or purchase for an indefinite period of time.
- (f) The best interests of the City would be served by a rejection of all bids.
- (g) The proposal is not suitable for the project.

Sec. 19.1. Competitive bidding, when not required.

It shall not be necessary for the City Council to publish notice calling for bids or to receive bids as required in Article XIX, Section 19, in the following cases:

(a) Where the proposed work consists of maintenance or repair, as defined by the City Council by ordinance or resolution.

(b) When the City Council, upon recommendation of the City Manager, finds and determines that the work may be done more reasonably either on a daily basis or by the use of City labor, and/or materials may be purchased as cheaply on the open market.

(c) When the City Council by four-fifths (4/5) vote expressed in its official minutes finds and determines that an emergency exists and it is necessary to immediately contract for such work and/or materials in order to protect and preserve life or property.

(d) When the proposed services are not competitive or are to be furnished by a public utility.

Sec. 19.7. Contracts, progress payments.

All contracts entered into by or on behalf of the City of Redondo Beach may provide for percentage payments at various stages of the work contracted for provided, however, that at least five (5) percent of the total sums payable by the City of Redondo Beach under any public works contract shall be withheld until the work is approved by the department head and accepted by the City Council. The City Council shall not accept complete performance under any contract until satisfactory evidence is furnished that all labor and material liens have been completely satisfied by the contractor.

Sec. 19.9. Municipal purchases.

The City Council by ordinance, upon recommendation of the City Manager, shall provide for the purchase of all equipment, materials, supplies, labor, or services by the City through the City Manager or through some official, employee or department recommended by him, subject to other provisions of this Charter, and in accordance with such regulations as may be deemed advisable by the City Manager and the City Council.

Sec. 19. Public works, contracts.

Every contract involving an expenditure of more than two hundred thousand dollars (\$200,000.00) for public works projects, including the construction of improvements of public buildings, streets, drains, sewers, utilities, parks and playgrounds shall be let either to: (1) the lowest responsible bidder, after notice by publication in the official newspaper by one or more insertions, the first of which shall be published at least ten (10) days before the time for opening bids; or (2) the best value design-builds entity or best value design-build-operate entity responding to a request for proposals.

Public works projects of two hundred thousand dollars (\$200,000.00) or less may be let to contract by informal bid procedures as shall be set by the City Council by ordinance.

Public works projects of sixty thousand dollars (\$60,000.00) or less may be performed by employees of the City, by force account, by negotiated contract or by purchase order.

The Council may reject any and all bids received whenever in the opinion of the City Council:

- (a) The bid or bids do not strictly comply with the notice and specifications.
- (b) The Council finds and determines that the proposed project or purchase should be abandoned.
- (c) The Council finds and determines that the materials may be purchased more reasonably on the open market and the work done cheaper by day or City labor.
- (d) The Council determines that the bids are higher than anticipated and a new call for bids would result in savings to the City.
- (e) The Council determines that it would be in the best interest of the City to delay the work or purchase for an indefinite period of time.
- (f) The best interests of the City would be served by a rejection of all bids.
- (g) The proposal is not suitable for the project.



BETTY T. YEE
California State Controller

November 1, 2018

To: ALL PUBLIC AGENCIES SUBJECT TO THE TERMS OF THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

SUBJECT: Notification Letter-Assembly Bill 2249 (Chaptered 169, Statutes of 2018)

The California Uniform Construction Cost Accounting Commission (CUCCAC) in agreement with the State Controller's Office (SCO) recommended an increase to the bid limit threshold prescribed in Public Contract Code (PCC) 22032, which was signed into law. Pursuant to PCC 22020, and on behalf of the State Controller Betty T. Yee, the SCO would like to inform on the following changes effective as of **January 1, 2019**:

- a) The change would allow projects costing \$60,000 or less to be performed by employees of a public agency by force account, by negotiated contract, or by purchase order;
- b) The change would allow projects costing up to \$200,000 to be contracted by informal bidding procedures; and projects costing over \$200,000 are subject to the formal bidding process.

The noted increases are pursuant to the provisions and benefits found in the Uniform Public Construction Cost Accounting Act (Act), which provides public agencies economic benefits and greater freedom to expedite public works projects. Agencies which elect to follow the cost accounting procedures set forth by the CUCCAC in its *Cost Accounting Policies and Procedures Manual*, will benefit from these increased limits by expediting delivery of public work projects and reduced bid processing costs. A new resolution adopting the change in legislation is not required if your agency is currently subject to the Act.

We encourage participating agencies to sign up on the SCO website for CUCCAC's email subscription service to receive important information concerning CUCCAC updates and legislative changes via e-mail. For more details or to sign up for the email subscription services, please contact the Local Government Programs Services Division at LocalGovPolicy@sco.ca.gov or visit our website at www.sco.ca.gov/ard_cuccac.html.

Sincerely,

(Original signed)

Sandeep Singh
Manager, Local Government Policy

Local Government Programs and Services Division
MAILING ADDRESS P.O. Box 942850, Sacramento, CA 94250
3301 C Street, Suite 700, Sacramento, CA 95816

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I HAVE VOTED - HAVE YOU?
OFFICIAL BALLOT
CITY OF REDONDO BEACH
GENERAL MUNICIPAL ELECTION
TUESDAY, MARCH 4, 2003

THIS BALLOT STUB SHALL BE REMOVED
AND RETAINED BY THE VOTER

Mark your choice(s) by
FILLING IN OVAL  COMPLETELY
with a BLACK OR DARK COLORED PEN ONLY. 

No. 12345

1

CITY OF REDONDO BEACH

[Empty box for voter information]

For CITY CLERK Vote for ONE

SANDY FORREST
City Clerk

→

→

For CITY TREASURER Vote for ONE

ERNIE O'DELL
City Treasurer

→

GARY OHST
Self Employed Businessman

→

→

REDONDO BEACH UNIFIED SCHOOL DISTRICT

For BOARD OF EDUCATION
4 Year Term Vote for No More Than TWO

ARLENE STAICH
Retired Teacher

→

DAVE WIGGINS
Board Member

→

CARL CLARK
Real Estate Agent

→

PAUL CONNOLLY
Incumbent

→

→

→

For BOARD OF EDUCATION
2 Year Unexpired Term Vote for ONE

JANE DIEHL
Physical Therapist

→

POLLY KINSINGER
Business Owner / Manager

→

→

1 CONTINUE VOTING ON THE BACK SIDE

RB/101

MEASURES SUBMITTED TO THE VOTERS

CITY OF REDONDO BEACH

E Shall Article XIX Section 19.5 of the Redondo Beach City Charter be amended to allow for the publication of legal notices in a newspaper of general circulation?

YES

→

NO

→

F Shall Article XIX of the Redondo Beach City Charter be amended to allow the City Council to establish by Ordinance the minimum dollar amounts required for competitive bidding and public works contracts?

YES

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NO

→

END OF BALLOT

Redondo Beach 102

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PROPOSITION F

Sec. 19. PUBLIC WORKS, CONTRACTS

Every contract involving an expenditure of more than that amount established by the City Council through ordinance Fifty Thousand Dollars (\$50,000) for public works projects including the construction of improvements of public buildings, streets, drains, sewers, utilities parks and playground shall be let to the lowest responsible bidder after notice by publication in the official newspaper by one (1) or more insertions, the first of which shall be published at least ten (10) days before the time for opening of bids.

Public works projects of those amounts established by the City Council through ordinance Fifty Thousand Dollars \$50,000 or less may be let to contract by informal bid procedures, or as shall be set by the City Council by Ordinance, Public Works projects of Fifteen Thousand Dollars (\$15,000.00) or less may be performed by employees of the City by force account, by negotiated contract or by purchase order. Procedures for this process will be adopted by the City Council through ordinance.

Sec. 19.1 Competitive bidding, when not required

(e) On all purchases of supplies or materials under that amount established by the City Council through ordinance, \$5,000.00, providing such purchases are approved by the City Manager.

IMPARTIAL ANALYSIS OF PROPOSITION F

Section 19 of the City Charter currently provides that contracts for public works projects involving the expenditure of more than Fifty Thousand Dollars (\$50,000.00) are to be advertised and awarded through a formal public bidding process to the lowest responsible bidder. A public works project of Fifty Thousand Dollars (\$50,000.00) or less may be awarded to contract by informal bid process. Public works projects of Fifteen Thousand Dollars (\$15,000.00) or less may be performed by employees of the City.

Proposition F would amend Section 19 - by removing the existing dollar amounts and substituting language to allow setting the amounts by ordinance. Section 19 would still retain the designation and requirements for the formal, informal, and employee performed work projects. The proposed amendment deletes the dollar amounts and substitutes the following language; "Procedures for this process will be adopted by the City Council through ordinance." Such a procedure would allow the City Council to set by ordinance, and from time to time adjust, the dollar amounts for public work

projects to be performed by city employee, by informal bid, or by the formal public bidding process.

Implementation of this measure has no identifiable fiscal impact on the City.

ARGUMENT AGAINST MEASURE F

It doesn't make sense. You wouldn't give your best friend a blank check, so why give one to the Council and City Manager? Here is what Proposition F will do for the politicians:

Remove limits on discretionary spending from the City Charter.

Allow the Council to set new spending limits of any amount, by ordinance, at any time (that means you don't get to vote on it, and probably won't even know about it).

Do away with formal competitive bidding on any project or purchase costing less than the limits set by the Council.

Currently our city charter, which you control, has predefined spending limits for purchases that can be made without formal bidding. The City Manager's approval limit is \$5,000 and the Public Works limit is \$50,000. Purchases over these set amounts require formal bidding and council approval. The higher the limit, the less public visibility there will be because purchases could be made without formal bidding and before the public has a chance to review it.

We all know that inflation has diminished spending power. If the Manager's purchasing limit needs to be raised, it should be done through a charter amendment that sets a specific (new) limit tied to an inflationary index. It should not be an undefined amount left to the whim of this or any future Council. A proposal that contains no charter limits, linked with limited voter visibility, does not provide adequate control.

At a time when trust in government is at an all-time low, we're being asked to remove a layer of checks and balances and hide what is currently open to public review. This is not the time to give our bureaucrats more spending authority with less accountability. Just say no!

VOTE NO ON PROPOSITION F.

Chris Cagle
James Allan
Thomas. M. Conroy
Karen "Hop" Tarrant
William C. Adams

RESOLUTION NO. CC-0303-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, MARCH 4, 2003, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW.

WHEREAS, a General Municipal Election was held and conducted in the City of Redondo Beach, California, on Tuesday, March 4, 2003, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the City Charter; and

WHEREAS, the City Clerk canvassed the returns of the election and has certified the results to the City Council, which are received, attached, and made a part hereof as Exhibit "A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the whole number of ballots cast at the precincts except mail voter ballots and provisional ballots was 4199; that the whole number of mail voter ballots cast was 2075, and the whole number of provisional ballots cast was 66, making a total of 6340 ballots cast in the City.

SECTION 2. That the names of persons voted for at the election for Member of the City Council, District 3 are as follows:

Don Szerlip
Patrick Wickens
Ann M. Garten
Pat Aust

That the name of person voted for at the election for Member of the City Council, District 5 is as follows:

John Parsons

That the name of person voted for at the election for City Clerk is as follows:

Sandy Forrest

That the names of persons voted for at the election for City Treasurer are as follows:

Ernie O'Dell
Gary Ohst

That the names of persons voted for at the election for Member of the Board of Education, Four Year Term, are as follows:

Arlene Marie Staich
Dave Wiggins
Carl J. Clark
Paul Connolly

That the names of persons voted for at the election for Member of the Board of Education, Two Year Term, are as follows:

Jane Diehl
Polly R. Kinsinger

That the measures voted for at the election are as follows:

PROPOSITION E: A proposed amendment to Article XIX Section 19.5 of the Charter of the City of Redondo Beach stated on the ballot to read as follows: (Note: the words to be deleted are shown as strikeout and the words to be added are shown as underlined)

"Shall Article XIX of the Redondo Beach City Charter be amended to allow for the publication of legal notices in a newspaper of general circulation?"

PROPOSITION E

The City Council annually, prior to the beginning of the fiscal year, shall publish a notice inviting bids and shall award to the lowest responsible bidder a contract for publication of all legal notices or other matter required to be published in a newspaper of general circulation ~~published and~~ circulated in said City during the ensuing fiscal year. The newspaper with which any such contract is made shall be designated as the official newspaper for the publication of such notices or other matter for the period of such contract. In no event shall the contract price for such publications exceed the newspaper's customary rates for private publications.

PROPOSITION F: A proposed amendment to Article XIX of the Charter of the City of Redondo Beach stated on the ballot to read as follows: (Note: the words to be deleted are shown as ~~strikeout~~ and the words to be added are shown as underlined).

"Shall Article XIX of the Redondo Beach City Charter be amended to allow for amounts to be established by City Council Ordinance for competitive bidding and public works contracts?"

PROPOSITION F

Every contract involving an expenditure of more than that amount established by the City Council through ordinance ~~Fifty Thousand Dollars (\$50,000)~~ for public works projects including the construction of improvements of public buildings, streets, drains, sewers, utilities, parks and playground shall be let to the lowest responsible bidder after notice by publication in the official newspaper by one (1) or more insertions, the first of which shall be published at least ten (10) days before the time for opening of bids.

Public works projects of those amounts established by the City Council through ordinance ~~Fifty Thousand Dollars \$50,000 or less~~ may be let to contract by informal bid procedures, or ~~as shall be set by the City Council by Ordinance, public works projects of Fifteen Thousand Dollars or less~~ may be performed by employees of the City by force account, by negotiated contract or by purchase order. Procedures for this process will be adopted by the City Council through Ordinance.

Section 19.1. On all purchases of supplies or material under that amount established by the City Council through ordinance, ~~\$5,000~~, providing such purchases are approved by the City Manager.

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates, and for and against the measures, are as listed in Exhibit "A" attached.

SECTION 4. The City Council does declare and determine that: John Parsons was elected as Councilmember District 5 for the full term of four years; Sandy Forrest was elected as City Clerk for the full term of four years; Ernie O'Dell was elected City Treasurer for the full term of four years; Arlene Staich and Carl Clark were elected as Members of the Board of Education for full terms of four years; Jane Diehl was elected as Member of the Board of Education for a partial term of two years

SECTION 5. That Don Szerlip and Pat Aust, neither of which received a majority of votes cast for the office of Councilmember, District 3 as required by the Redondo Beach City Charter §18.4, but who did receive the largest number of votes cast for said office, qualify to appear on the ballot of a Special Municipal Run Off Election to be called on Tuesday, May 13, 2003 for said office.

SECTION 6. That as a result of the election, a majority of the voters voting on the aforementioned Measure E did vote in favor of it and that the measure did carry, and shall be deemed adopted and ratified.

SECTION 7. That as a result of the election, a majority of the voters voting on the aforementioned Measure F did not vote in favor of it and that the measure did not carry, and shall not be deemed adopted and ratified.

SECTION 8. That the City Council does hereby direct the City Clerk to file one copy of said charter amendment (Proposition E) with the Secretary of State and one copy of said charter amendment in the archives of the City of Redondo Beach in accordance with the provisions of the California Government Code §34460 as soon as practicable after the adoption of this resolution.

SECTION 9. That the City Council does further direct the City Clerk to file one copy of this Resolution with the Los Angeles County Registrar Recorder for recordation in accordance with Government Code § 34460.

SECTION 10. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) the whole number of ballots cast in the City; (2) the names of the persons voted for; (3) the measures voted upon; (4) for what office each person was voted for; (5) the number of votes given at each precinct to each person, and for and against each measure; (6) the total number of votes given to each person, and for and against each measure.

SECTION 11. That the City Clerk shall, on April 1, 2003 make and deliver to each of the persons elected as a City Official a Certificate of Election signed by the City Clerk.

SECTION 12. That the Mayor shall administer the Oath of Office to the City Clerk which shall be filed in the Office of the Mayor as prescribed in Section 21.2 of the Redondo Beach City Charter.

SECTION 13. That the City Clerk shall administer to each person elected (other than the City Clerk) the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the Office of the City Clerk. All of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 14. That the City Clerk shall on April 1, 2003, or soon thereafter, make and deliver to each of the persons elected as a School Board Official a Certificate of Election signed by the City Clerk.

SECTION 15. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 18th day of March, 2003.


~~Gregory C. Hill, Mayor~~
Kurt Schmalz, Mayor Pro Tem

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

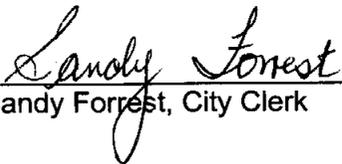
I, Sandy Forrest, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-0303-22 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 18TH day of March, 2003, by the following roll call vote:

AYES: BISIGNANO, CAGLE, GIN, SCHMALZ, PARSONS

NOES: NONE

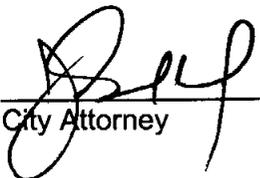
ABSENT: NONE

ABSTAIN: NONE



Sandy Forrest, City Clerk

APPROVED AS TO FORM:



City Attorney

EXHIBIT "A"

Resolution CC-0303-22

I Sandy Forrest, City Clerk of the City of Redondo Beach, do certify that I have canvassed the returns of the General Municipal Election held on March 4, 2003, and find that the number of votes given at each precinct and the number of votes given in the City to persons voted for, the respective officers for which the persons were candidates (and for and against the measures) were as follows:

PRECI NCT	CITY CLERK	CITY TREASURER		MEASURER E		MEASURER F	
		SANDY FORREST	ERNIE O'DELL	GARY OHST	YES	NO	YES
1	108	84	47	77	36	20	92
4	326	265	105	207	152	116	244
8	132	95	62	77	68	36	108
10	179	133	79	112	92	66	141
16	297	165	170	159	124	85	194
13	196	130	96	111	70	52	128
12	167	111	85	113	51	56	106
48	294	192	145	186	129	98	220
22	303	211	127	185	115	93	206
29	417	318	149	212	174	98	295
36	85	69	28	61	34	32	62
32	142	103	54	89	55	42	104
24	210	148	93	106	116	59	161
38	158	122	67	95	94	48	142
41	217	149	96	123	97	71	151
44	175	145	56	106	66	46	128
MB	1517	1234	546	1019	600	560	1071
MB & PRO	318	131	93	130	76	64	143
TOTAL	5241	3805	2098	3168	2149	1642	3696

PRECINCT	MEMBER OF THE SCHOOL BOARD – 4 YEAR TERM	MEMBER OF THE SCHOOL BOARD – 2 YEAR TERM
----------	--	--

	ARLENE STAICH	DAVE WIGGINS	CARL CLARK	PAUL CONNONLLY	JANE DIEHL	POLLY KINSINGER
1	96	37	77	44	78	46
4	291	111	236	122	267	120
8	104	53	85	59	103	55
10	165	52	145	53	156	59
16	242	103	190	105	216	113
13	167	82	129	72	160	66
12	158	43	134	53	146	51
48	255	89	194	84	230	94
22	293	76	235	79	263	96
29	317	163	236	179	251	225
36	70	28	50	32	66	28
32	125	51	110	36	118	47
24	209	57	165	57	184	61
38	146	57	122	59	128	73
41	208	61	172	71	186	75
44	159	60	133	62	145	66
MB	1341	568	829	669	1166	604
MB & PRO.	175	60	145	53	162	63
TOTAL	4521	1751	3387	1889	4025	1942

DISTRICT 3 – BALLOT GROUP 2

PRECINCT	DON SZERLIP	PATRICK WICKENS	ANN M. GARTEN	PAT AUST
48	44	128	77	92
22	92	60	65	135
29	128	75	109	170
MAIL BALLOTS	104	78	67	140
MB & PRO	18	14	20	21
TOTAL	386	355	338	558

DISTRICT 5 – BALLOT GROUP 3

PRECINCT	JOHN PARSONS
38	154
41	218
44	174
Mail Ballots	231
MB & Provisional	35
TOTAL	812

* MAILED BALLOTS AND PROVISIONAL BALLOTS



Administrative Report

I.3., File # 22-4926

Meeting Date: 10/5/2022

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE FOLLOWING ARTICLES RELATED TO ENUMERATION AND TERMS:

1. ARTICLE VI (CITY COUNCIL), SECTION 6, NUMBER AND TERM
2. ARTICLE VIII, SECTION 8, MAYOR, ELECTION, TERM AND COMPENSATION
3. ARTICLE X, SECTION 10, ENUMERATION AND TERM OF ELECTIVE OFFICERS (CITY CLERK, CITY TREASURER, CITY ATTORNEY)

BLUE FOLDER ITEM

Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.

CHARTER REVIEW ADVISORY COMMITTEE MEETING JULY 20, 2022

K.1 DISCUSSION AND POSSIBLE ACTION REGARDING ARTICLE X, SECTION 10,
ENUMERATION AND TERM OF ELECTIVE OFFICERS

CONTACT: COMMITTEE MEMBER, RON MAROKO

- **Current charter (articles 10 and 6)**
- **1949 charter (articles X and VI)**
- **1935 charter (article IV (sec. 5-8))**

center line of Hawthorne Avenue; thence Northerly along the center line of Hawthorne Avenue to a point, being the intersection with the center line of Redondo Beach Boulevard; thence Southwesterly and Westerly along the center line of Redondo Beach Boulevard to a point, being the intersection with the center line of Inglewood Avenue; thence Northerly along the center line of Inglewood Avenue to a point, being the intersection with the center line of Chicago Avenue; thence Westerly along the center line of Chicago Avenue to a point, being the intersection with the Westerly boundary line of the City of Manhattan Beach, California, as it existed November 1, 1932; thence Southerly, Westerly, Southerly and Westerly along the Easterly, Southerly, Easterly and Southerly boundary lines of said City of Manhattan Beach, California, to a point, being the intersection with the Northeasterly boundary line of the City of Hermosa Beach, California, as it existed November 1, 1932; thence Southeasterly, Southerly, Westerly and Southerly along the Northeasterly, Easterly, Southerly and Easterly boundary lines of said City of Hermosa Beach, California, to a point, being the intersection with the Northwesterly boundary line of said City of Redondo Beach, California; thence Northeasterly, Easterly and Southerly along the Northwesterly, Northerly and Easterly boundary lines of said City of Redondo Beach, California, to the point of beginning.

SECTION 5: The members of the council shall hold office for two years, and until their successors are elected and qualified. Term of members of council.

SECTION 6: The City Attorney shall be elected from the city at large, and shall hold office for two years, and until his successor is elected and qualified. City Attorney.

SECTION 7: The city clerk shall be elected from the city at large, and shall hold office for four years, and until his successor is elected and qualified. Clerk.

SECTION 8: The city treasurer shall be elected from the city at large, and shall hold office for four years, and until his successor is elected and qualified. Treasurer

SECTION 9: The police judge shall be elected from the city at large, and shall hold office for two years, and until his successor is elected and qualified. Police Judge

SECTION 10: All other officers, assistants, deputies, clerks, employees and servants shall be appointed as provided in this charter, or as the council may provide by ordinance, or resolution, in case no provision for their appointment is otherwise herein made, and they shall hold their respective offices or positions at the pleasure of the appointing power, except as in this charter otherwise provided. Where the appointment of any officer, assistant, deputy, clerk, employee or servant is vested in the council, or in any board or other body, the removal must be made by at least a four-fifths vote of the members of such body, and the motion or resolution remov-

Other officers and employees.

Section 3.5. PENDING ACTIONS AND PROCEEDINGS. No action or proceeding, civil or criminal, pending at the time this Charter takes effect, brought by or against the City or any office, department or agency thereof, shall be affected or abated by the adoption of this Charter, or by anything herein contained; all such actions or proceedings may be continued notwithstanding that functions, powers and duties of any office, department or agency party thereto, by or under this Charter, may be assigned or transferred to another department or agency, but in that event, the same may be prosecuted or defended by the head of the office, department or agency to which such functions, powers and duties have been assigned or transferred by or under this Charter.

Section 3.6. ELECTED OFFICERS. The elected officers of this City, in office at the time this Charter takes effect, shall continue in office until the expiration of their respective terms and until their successors are elected and qualified.

Section 3.7. EFFECTIVE DATE OF CHARTER. This Charter shall take effect upon its approval by the Legislature of the State of California.

Article IV POWERS OF CITY

Section 4. POWERS, ENUMERATION OF, NOT TO BE LIMITATION. The City shall have the power to make and enforce all rules and regulations in respect to municipal affairs, subject only to such restrictions and limitations contained in this Charter and in the Constitution of the State of California. It shall also have the power to exercise any and all rights, powers and privileges heretofore or hereafter established, granted or prescribed by any law of the State, by this Charter, or by other lawful authority; or which a municipal corporation might or could exercise under the Constitution of the State of California. The specific enumeration in this Charter of any particular power shall not be held to be exclusive of, or any limitation upon, this general grant of power.

Section 4.1. PROCEDURE. The City shall have the power and may act pursuant to procedure established by any law of this State, unless a different procedure is established by ordinance.

Article V FORM OF GOVERNMENT

Section 5. FORM OF GOVERNMENT. The municipal government provided by this Charter shall be known as the City Manager form of government.

Section 5.1. PURPOSE OF THIS FORM OF GOVERNMENT SHALL BE:

- (a) To provide for the formation of municipal policy by elected representatives; and
- (b) To provide for the exercise of administrative powers by competent, experienced personnel trained in municipal affairs.

Article VI CITY COUNCIL

Section 6. NUMBER AND TERM. The City Council shall consist of five (5) members elected from the City by districts, at the times and in the manner in this Charter provided, and who shall serve for a term of four (4) years.

At the first election under this Charter, the three (3) candidates elected from the three (3) districts casting the highest percentage of votes in proportion to the number of registered voters in such districts shall serve until the second Tuesday in April, 1953, and the remaining two (2) shall serve until the second Tuesday in April, 1951. The terms of all members shall commence on the first day of the month following such election and each member shall serve until his successor is elected and qualified. Any ties in voting shall be settled by a majority vote of the City Council then in office.

Section 6.1. ELIGIBILITY. No person shall be eligible to file as a candidate for or hold office as a member of the City Council unless he shall be a qualified elector at the time of filing his nomination papers, and shall have been a resident of the City for at least two (2) years next preceding the date of his election or appointment. In addition thereto the candidate for City Council, either by election or appointment, shall have been a resident of the district which he seeks to represent for at least one (1) year prior to filing of his nominating papers or the date of his appointment.

Section 6.2. COMPENSATION. The members of the City Council shall receive no salary for their services as such, but shall be entitled to reimbursement for necessary traveling and other expenses in connection with their official duties for the City of Redondo Beach on order of the City Council.

Section 6.3. EXPENSE VOUCHERS. Any member of the City Council making demand for reimbursement for traveling or other expense shall provide the City Clerk with vouchers covering such expenses together with a sworn statement to the effect that such expenses were actually incurred in good faith by said party while on official City business.

Section 6.4. VACANCIES. Any vacancy arising in the City Council, shall be filled by appointment by the City Council, such appointee to hold office until the first day of the month following the next general municipal election and until his successor is elected and qualified. At the next general municipal election following the existence of any vacancy, a Councilman shall be elected from the district wherein such vacancy occurred to serve for the remainder of any unexpired term.

Section 6.5. VACANCY, DECLARED BY COUNCIL. If a member of the City Council is absent from all regular meetings of the City Council for four (4) consecutive regular meetings from and after the last regular City Council meeting, attended by such Councilman unless by permission of the City Council as evidenced by its official minutes, or is convicted of a crime involving moral turpitude, or ceases to be a resident of the district from which he was elected, his office shall become vacant and shall be so declared by the City Council.

Section 6.6. VACANCY, SPECIAL ELECTION. In the event the City Council shall fail to fill a vacancy by appointment within two (2) regular Council meetings after such office shall have been declared vacant, it shall forthwith cause an election to be held to fill such vacancy.

**Article VII
DISTRICTS**

Section 7. CITY COUNCIL DISTRICTS. The City shall be divided into five (5) districts, within its corporate limits, for all elections of Councilmen. On or before February 7, 1949, the City Council shall adopt an ordinance defining the boundaries of the five (5) council districts. Districts so formed shall comprise as nearly as practicable equal numbers of voters, as determined by the total number of registered voters in said districts at the close of registration for the last general State election held prior to the adoption of such ordinance and shall as nearly as possible be composed of compact and contiguous territory and conform to precinct boundaries.

After the adoption of the districting ordinance for the 1949 Municipal Election the provisions of subsections 7.1 and 7.2 of this Article shall govern all subsequent redistricting ordinances.

Section 7.1. REDISTRICTING. The City Council may change the boundaries of the five (5) districts into which the City is divided by ordinance adopted by at least four (4) affirmative votes whenever, in the opinion of the City Council, such is necessary to better equalize the population among the respective districts. The City Council shall adopt a redistricting ordinance

every four (4) years after the adoption of this Charter unless the City Council shall by at least four (4) affirmative votes find that none of the five (5) districts has had its number of registered voters increased or decreased by at least ten (10%) percent since the previous redistricting or the adoption of this Charter.

Section 7.2. REDISTRICTING ORDINANCE, EFFECTIVE DATE. No redistricting ordinance shall be effective at the municipal election following its adoption, unless it shall have been published and adopted at least one hundred twenty (120) days prior to the general municipal election.

**Article VIII
THE MAYOR**

Section 8. MAYOR, ELECTION AND TERM. The Mayor shall be elected from the City at large and shall serve for a term of four (4) years and until his successor is elected and qualifies.

He shall not receive any compensation but shall be reimbursed for expenses incurred while on city business.

Section 8.1. MAYOR, ELIGIBILITY. No person shall be eligible to file as a candidate for or hold office as Mayor unless he shall be a qualified elector at the time of filing his nomination papers and shall have been a resident of the City for at least five (5) years next preceding the date of his election or appointment.

Section 8.2. MAYOR, VOTING, TIE ONLY. The Mayor shall not have a vote on any matter brought before the City Council unless such vote is necessary to decide a tie.

Section 8.3. MAYOR, PRESIDING OFFICER. He shall be the executive head of the City of Redondo Beach for the purposes hereinafter set forth:

- (a) He shall preside over the meetings of the City Council.
- (b) He shall be the representative of the City for all ceremonial purposes.
- (c) He shall sign, on behalf of the City, all contracts, ordinances, resolutions and warrants except as hereinafter set forth.
- (d) He shall approve all bonds as to amounts.
- (e) He shall perform such other duties as may be prescribed by this Charter or as may be assigned to him by the City Council.

Section 8.4. MAYOR, VETO POWER. The Mayor shall have the right to veto any action of the City Council, provided however, that in the case of a resolution or ordinance the Mayor shall exercise the veto power in writing, expressing his reasons therefor, and he shall have

the City Council adopting an ordinance repealing the same, provided however, that such order withholding publication shall be adopted by the same number of votes required for the adoption of the ordinance itself.

Section 9.18. ORDINANCES, VIOLATION, PENALTY. A violation of any ordinance of the City shall constitute a misdemeanor and may be prosecuted in the name of the people of the State of California or may be redressed by civil action. The maximum fine or penalty for any violation of a City ordinance shall be the sum of One Thousand Dollars (\$1,000.00) or a term of imprisonment for a period not exceeding six (6) months, or by both such fine and imprisonment. The City Council may provide by ordinance that persons imprisoned in the City Jail for violation of law or ordinance may be compelled to labor on public works.

Section 9.19. ORDINANCES, AMENDMENT. The amendment of any section or sections of an ordinance may be accomplished solely by the reenactment of such section or sections at length, as amended.

Section 9.20. CODIFICATION OF ORDINANCES. Any or all ordinances of the City which have been enacted and published in the manner required at the time of their adoption, and which have not been repealed, may be compiled, consolidated, revised, indexed and arranged as a comprehensive ordinance code and such code may be adopted by reference by the passage of an ordinance for such purpose. Such code need not be published in the manner required for other ordinances, but not less than three (3) copies thereof shall be filed for use and examination by the public in the office of the City Clerk prior to the adoption thereof. Ordinances codified shall be repealed as of the effective date of the code. Subsequent amendments to sections of the code shall be enacted in the same manner as herein required for the amendment of ordinances generally. Detailed regulations pertaining to the subject, such as the construction of buildings, plumbing, wiring, or other subjects which require extensive regulations, after having been arranged as a comprehensive code, may likewise be adopted by reference in the manner hereinabove provided.

Article X

ELECTIVE OFFICERS

Section 10. ENUMERATION AND TERM. The elective officers of the City, other than the Mayor and Council, shall consist of:

- (a) A City Clerk.
- (b) A City Treasurer.
- (c) A City Attorney.
- (d) A City Judge.

All of the elective officers shall serve for a term of four (4) years, with the exception of the members of the City Council elected at the first election after the adoption of this City Charter as hereinbefore set forth.

Section 10.1. COMPENSATION OF ELECTIVE OFFICERS, OTHER THAN MAYOR AND CITY COUNCIL.

The elective officers of said City shall receive at stated times, a compensation for their services in their respective capacities, to be fixed by ordinance adopted by the City Council. The compensation for such services shall not be increased or diminished as to any such officer after his election and during his term of office, nor within thirty (30) days prior to the date when nomination papers for the position may be filed, provided however, that in the event of an emergency and in the event any law is adopted by the Legislature of the State of California permitting an increase during the period of any emergency of the salaries of elective officers, then and in that event, the City Council may by ordinance increase the salaries of such elective officers in accordance with the provisions of the general law then in effect. In the event of an appointment to fill the vacancy in the unexpired term of any elective official, the City Council may, prior to the time of such appointment, adopt an ordinance, as an emergency ordinance, providing for the compensation of such appointee during the balance of the unexpired term and thereafter the salary or compensation of such appointee shall not be increased or decreased except in the manner hereinabove provided for elective officials.

Section 10.2. ELECTIVE OFFICERS, VACANCIES, LEAVES OF ABSENCE, TEMPORARY APPOINTMENTS.

A vacancy in any elective office, from whatever cause, shall be filled by appointment by the City Council and such appointee shall hold office until the first Tuesday following the next general municipal election and until his successor is elected and qualified. At the municipal election following the occurrence of such vacancy, an election shall be held to fill the unexpired term for which the official was originally elected. In the event any elective official is unable by reason of illness to perform the duties of his office, the City Council shall grant, without the necessity of any written request for such leave by the official, to such official a leave of absence with pay, for a period of not to exceed six months. Upon the granting of such leave of absence the City Council shall make a temporary appointment for the duration of the leave of absence. In the event any elect-

OFFICIAL CHARTER

Article VI. City Council

Sec. 6. Number and term.

Sec. 6.1. Eligibility.

Sec. 6.2. Compensation.

Sec. 6.3. Expense vouchers.

Sec. 6.4. Vacancies; special election.

Sec. 6.5. Vacancy, declared by Council.

Sec. 6.6. Vacancy, special election. (Repealed by election 11-2-82).

Sec. 6. Number and term.

The City Council shall consist of five (5) members elected from the City by districts, at the times and in the manner in this Charter provided, and who shall serve for a term of four (4) years. All members shall take office on the first day of the month following the general municipal election; except that a person elected at a run-off election shall take office after the canvass of votes and upon installation pursuant to law. Each member shall serve until his successor is elected and qualified.

*6—as amended by election 3-5-85.

Sec. 6.1. Eligibility.

No person shall be eligible to file as a candidate for or hold office as a member of the City Council unless such person shall be registered to vote at an address within the district he/she seeks to represent at the time of filing his/her nomination papers, and shall have been a resident of the City for at least thirty (30) days immediately preceding the date of such filing. In addition, the candidate for City Council either by election or appointment, shall have been a resident of the district which such person seeks to represent for at least thirty (30) days immediately prior to filing his/her nomination papers or the date of his/her appointment.

*6.1—as amended by election 6-6-78 and 3-7-95.

Sec. 6.2. Compensation.

The members of the City Council shall be entitled to reimbursement for actual and necessary expenses incurred in the performance of official duties and shall receive a salary which shall be set by ordinance in accordance with the provisions of Government Code Section 36516 as it now exists or as it may be hereafter amended by the State Legislature.

*6.2—as amended by election 4-13-65 and 4-11-67.

Sec. 6.3. Expense vouchers.

Any member of the City Council making demand for reimbursement for traveling or other expense shall provide the City Clerk with vouchers covering such expenses together with a sworn statement to the effect that such expenses were actually incurred in good faith by said party while on official City business.

Sec. 6.4. Vacancies; special election.

Any vacancy in the City Council, or any elective office, shall be filled as follows:

(a) If less than two (2) years remain in the unexpired term of the vacant office, such vacancy shall be filled by appointment by the majority of the remaining members of the City Council within thirty (30) days following the vacancy. The Mayor shall not have the right to veto any Council appointment made pursuant to this section, but may vote to break a tie. If the Council fails to fill the vacancy as provided herein, the Mayor shall make such appointment within fifteen (15) days following the Council's failure to fill the vacancy. Any appointee shall hold office until the first day of the month following the next General Municipal Election and until his successor is elected and qualified.

(b) If two (2) years or more remain in the unexpired term of the vacant office, the City Council shall forthwith order a special election to be held to fill the vacancy for the remainder of the unexpired term.

*6.4—as amended by election 4-12-55 and 11-2-82.

Sec. 6.5. Vacancy, declared by Council.

If a member of the City Council is absent from all regular meetings of the City Council for four (4) consecutive regular meetings from and after the last regular City Council meeting, attended by such Councilman unless by permission of the City Council as evidenced by its official minutes, or is convicted of a crime involving moral turpitude, or ceases to be a resident of the district from which he was elected, his office shall become vacant and shall be so declared by the City Council.

Sec. 6.6. Vacancy, special election. (Repealed by election 11-2-82).

Contact:

City Clerk: 310-318-0656

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OFFICIAL CHARTER

Article X. Elective Officers

Sec. 10. Enumeration and term.

Sec. 10.1. Compensation of elective officers, other than Mayor and City Council.

Sec. 10.2. Elective offices, vacancies, leaves of absence, temporary appointments.

Sec. 10.3. Eligibility.

Sec. 10.4. (Repealed by election 3-5-85).

Sec. 10. Enumeration and term.

The elective officers of the City, other than the Mayor and Council, shall consist of:

- (a) A City Clerk.
- (b) A City Treasurer.
- (c) A City Attorney.

All of the elective officers shall serve for a term of four (4) years.

*10—as amended by election 4-15-75.

Sec. 10.1. Compensation of elective officers, other than Mayor and City Council.

The elective officers of said City shall receive at stated times a compensation for their services in their respective capacities, to be fixed by ordinance adopted by the City Council. The compensation for such services shall not be increased or diminished as to any such officer after his election and during his term of office, nor within thirty (30) days prior to the date when nomination papers for the position may be filed, provided, however, that in the event of an emergency and in the event any law is adopted by the Legislature of the State of California permitting an increase during the period of any emergency of the salaries of elective officers, then and in that event the City Council may by ordinance increase the salaries of such elective officers in accordance with the provisions of the general law then in effect. In the event of an appointment to fill the vacancy in the unexpired term of any elective official, the City Council may, prior to the time of such appointment, adopt an ordinance, as an emergency ordinance, providing for the compensation of such appointee during the balance of the unexpired term and thereafter the salary or compensation of such appointee shall not be increased or decreased except in the manner hereinabove provided for elective officials.

Sec. 10.2. Elective offices, vacancies, leaves of absence, temporary appointments.

In the event any elective official described in Article X, Section 10, is unable by reason of illness to perform the duties of his office, the City Council shall grant, without the necessity of any written request for such leave by the official, to such official a leave of absence with pay, for a period of not to exceed six (6) months. Upon the granting of such leave of absence the City Council shall make a temporary appointment for the duration of the leave of absence. In the event any elective official of the City of Redondo Beach absents himself from said City for thirty (30) consecutive days or in the event that such elective official does not perform his duties for thirty (30) consecutive days, unless such elective official has the permission of the City Council to absent himself from the City for thirty (30) consecutive days or to refrain from performing his duties for longer than such period, such permission being expressed in the official minutes of the City Council, or in the event such official is convicted of a crime involving moral turpitude, or otherwise ceases for any reason to be eligible to hold his office, his office shall become vacant and shall be so declared to the City Council.

*10.2—as amended by election 6-3-86.

Sec. 10.3. Eligibility.

No person shall be eligible to file as a candidate or hold office as City Clerk, City Treasurer, or City Attorney under Article X unless such person shall be a registered voter of the City of Redondo Beach at the time of filing his(her) nomination papers and shall have been a resident of the City for at least thirty (30) days immediately preceding the date of such filing or appointment.

*10.3—as added by election 4-13-65; as amended by election 6-6-78, 3-5-85 and 3-7-95.

Sec. 10.4. (Repealed by election 3-5-85).

*10.4—as added by election 4-13-65; as amended by election 6-6-78.

Contact:

City Clerk: 310-318-0656

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Redondo Beach, California Municipal Code

OFFICIAL CHARTER

Article VIII. The Mayor

Sec. 8. Mayor, election, term and compensation.

The Mayor shall be elected from the City at large and shall serve for a term of four (4) years and until his successor is elected and qualified. He shall be entitled to reimbursement for actual and necessary expenses incurred in the performance of his official duties and shall receive a salary which shall be set by ordinance in the same manner and subject to the same conditions as the salaries of councilmen pursuant to the provisions of [Government Code](#) Section 36516 as it now exists or as it may be hereafter amended by the State Legislature.

*8—as amended by election 4-13-65 and 4-11-67.

Contact:

City Clerk: 310-318-0656

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Administrative Report

J.1., File # 22-4929

Meeting Date: 10/5/2022

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING FORMATTING THE REPORT THAT WILL BE PRESENTED TO CITY COUNCIL