



Donald P. Wagner
Chairman

Melissa Fox
Vice Chairwoman

Farrah N. Khan
Director

Anthony Kuo
Director

Christina Shea
Director

AGENDA

ORANGE COUNTY GREAT PARK BOARD REGULAR MEETING

January 22, 2019
2:00 PM

City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

Speaker's Card/Request to Speak: If you would like to address the Board on a scheduled agenda item – including a Consent Calendar item, a Regular Business item, a Public Hearing item, or Public Comments – please complete the [Request to Speak Form](#). The card is at the table at the entrance to the City Council Chamber. Please identify on the card your name and the item on which you would like to speak and return to the Clerk of the Board. The [Request to Speak Form](#) assists the Chair in ensuring that all persons wishing to address the Board are recognized. It also ensures the accurate identification of meeting participants in the Board minutes. Your name will be called at the time the matter is heard by the Board. Board policy is to limit public testimony to up to three minutes per speaker depending on relevant circumstances (unless the time limit is extended by the Chair), which includes the presentation of electronic or audio visual information. Speakers may not yield their time to other persons.

Please take notice that the order of scheduled agenda items below and/or the time they are actually heard, considered and decided may be modified by the Chair or the Board during the course of the meeting, so please stay alert.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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the Great Park Board staff reports



INTERIM DIRECTOR, OCGP, REPORT

BOARDMEMBER REPORTS

ADDITIONS AND DELETIONS

Additions to the agenda are limited by California Government Code Section 54954.2 of the Brown Act and for those items that arise after the posting of the Agenda and must be acted upon prior to the next Board meeting.

1. CONSENT CALENDAR

All matters listed under Consent Calendar are considered by the Interim Director, Orange County Great Park, and the City Manager to be routine and will be enacted by one roll call vote. There will be no discussion of these items unless members of the Orange County Great Park Board request items to be removed from the Consent Calendar for separate discussion. Any member of the public may address the Board on items on the Consent Calendar. See information for Speaker's Card/Request to Speak on first page.

1.1 MINUTES

ACTION:

Approve the minutes of a special meeting of the Orange County Great Park Board held on November 27, 2018.

1.2 2019 ORANGE COUNTY GREAT PARK BOARD MEETING CALENDAR

ACTION:

Approve the proposed 2019 Orange County Great Park Board Meeting Calendar.

2. BOARD BUSINESS

2.1 ANNUAL ELECTION OF ORANGE COUNTY GREAT PARK CORPORATION BOARD OF DIRECTORS CHAIRMAN/CHAIRWOMAN AND VICE CHAIRMAN/CHAIRWOMAN

ACTION:

Elect Chairman/Chairwoman and Vice Chairman/Chairwoman of the Orange County Great Park Corporation Board of Directors for the ensuing year.

2.2 RECOMMENDED REALIGNMENT OF DEPARTMENT DIRECTOR POSITIONS TO REFLECT BEST PRACTICES AND ADDRESS INTERNAL EQUITY

ACTION:

- 1) Recommend the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING A CLASSIFICATION AND COMPENSATION POLICY FOR MANAGEMENT AND NON-REPRESENTED EMPLOYEES (EXEMPT) OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 18-59, WHICH IS INCONSISTENT THEREWITH
- 2) Recommend the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING FULL-TIME POSITIONS IN ACCORDANCE WITH THE PROVISIONS OF COMPENSATION RESOLUTIONS AND THE OPERATING BUDGET FOR THE 2018-19 FISCAL YEAR, AND SUPERSEDING RESOLUTION NO. 18-60, WHICH IS INCONSISTENT THEREWITH
- 3) Recommend the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING THE SALARY GRADE ORDER STRUCTURE AND SALARY RANGES FOR EMPLOYEES OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 18-61, WHICH IS INCONSISTENT THEREWITH
- 4) Adopt – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY GREAT PARK CORPORATION AMENDING RESOLUTION NO. 16-02 PERTAINING TO THE APPOINTMENT OF THE CHIEF EXECUTIVE OFFICER

2.3 EXCLUSIVE NEGOTIATING AGREEMENT WITH PRETEND CITY FOR A CHILDREN'S MUSEUM AT THE ORANGE COUNTY GREAT PARK

ACTION:

Recommend the City Council approve, and the City Manager execute, an Exclusive Negotiating Agreement with Pretend City, Children's Museum of Orange County.

PUBLIC COMMENTS (Limited to 3 minutes per speaker.)

Any member of the public may address the Board on items within the Orange County Great Park Board's subject matter jurisdiction but which are not listed on this agenda during Public Comments; however, no action may be taken on matters that are not part of the posted agenda. See information for Speaker's Card/Request to Speak on the first page.

ADJOURNMENT

NOTICE TO THE PUBLIC**LIVE BROADCASTING AND REBROADCASTING**

Regular Orange County Great Park Board meetings are broadcast live every 4th Tuesday of the month at 2 p.m. and are replayed on Tuesdays at 2 p.m. (in weeks in which there is not a live Great Park Board meeting), Wednesdays at 8 a.m., Thursdays at 7 p.m., and Saturdays at 7 p.m. (in weeks in which there is not a live Orange County Great Park meeting) until the next Orange County Great Park Board meeting. All broadcasts can be viewed on Cox Communications Local Access Channel 30 and U-Verse Channel 99. Orange County Great Park Board meetings are also available via live webcast and at any time for replaying through the City's ICTV webpage at cityofirvine.org/ictv. For more information, please contact the Clerk of the Board/City Clerk's Office at (949) 724-6205.

STAFF REPORTS

As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials are on file with the Clerk of the Board and are available for public inspection and copying once the agenda is publicly posted (at least 72 hours prior to a regular Orange County Great Park Board meeting). Staff reports can also be downloaded from the City's website at cityofirvine.org and ocgp.org beginning the Friday prior to the scheduled regular Orange County Great Park Board meeting on the 4th Tuesday of each month.

In addition, meetings can be viewed live at the time posted on the agenda and related staff reports can be opened and viewed simultaneously along with the streaming of the meeting. To view the meeting, go to cityofirvine.org/ictv.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact Clerk of the Board/City Clerk staff at (949)724-6205.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the Orange County Great Park Board regarding any item on this agenda after the posting of the agenda will be available for public review in the Clerk of the Board/City Clerk's Office, One Civic Center Plaza, Irvine, California, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact Clerk of the Board/City Clerk staff at (949)724-6205.

**SUBMITTAL OF INFORMATION BY MEMBERS OF THE PUBLIC FOR
DISSEMINATION OR PRESENTATION AT PUBLIC MEETINGS****Media Types and Guidelines****1. Written Materials/Handouts:**

Any member of the public who desires to submit documentation in hard copy form may do so prior to the meeting or at the time he/she addresses the Orange County Great Park Board. Please provide 15 copies of the information to be submitted and file with the Clerk of the Board at the time of arrival to the meeting. This information will be disseminated to the Orange County Great Park Board at the time testimony is given.

2. Large Displays/Maps/Renderings:

Any member of the public who desires to display freestanding large displays or renderings in conjunction with their public testimony is asked to notify the Clerk of the Board/City Clerk's Office at

(949)724-6205 no later than 10 a.m. on the day of the scheduled meeting so that an easel can be made available, if necessary.

3. Electronic Documents/Audio-Visuals:

Any member of the public who desires to display information electronically in conjunction with their public testimony is asked to submit the information to the Public Information Office (PIO) no later than 10 a.m. on the day of the scheduled meeting. To facilitate your request contact the PIO Office at (949)724-6253 or the City Clerk's Office at (949)724-6205.

Information must be provided on CD, DVD, or VHS; or, emailed by 10 a.m. on the day of the scheduled meeting to pio@ci.irvine.ca.us. Members of the public will be asked to provide their name, identify the meeting and the agenda item to be addressed, and a daytime phone number.

The PIO office will notify the person submitting the information as soon as possible prior to the meeting if the information cannot be accessed or if the version provided is incompatible with the City's system. Every effort will be made by City staff to facilitate the presentation.

CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

It is the intention of the City of Irvine 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 of Irvine will attempt to accommodate you in every reasonable manner. Please contact the Clerk of the Board/City Clerk's Office at (949)724-6205.

Assisted listening devices are available at the meeting for individuals with hearing impairments. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35. 104 ADA Title II)

CHALLENGING BOARD DECISIONS

If a person wishes to challenge the validity or reasonableness of any Board action or decision in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the Orange County Great Park Corporation, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

COMMUNICATION AND ELECTRONIC DEVICES

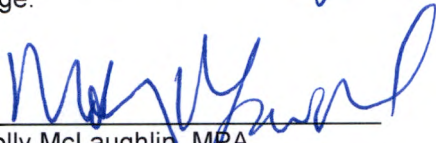
To minimize distractions, please be sure all personal communication and electronic devices are turned off or on silent mode.

MEETING SCHEDULE

Regular meetings of the Orange County Great Park Board are held on the fourth Tuesdays of each month at 2 p.m. Agendas are available at the following locations:

- Clerk of the Board/City Clerk's Office
- Police Department
- Front Entrance of City Hall
- University Park Center (Culver/Michelson)
- Walnut Village Center (Culver/Walnut)
- Northwood Town Center (Irvine Blvd./Yale)
- City's web page at cityofirvine.org
- Orange County Great Park's web page at ocgp.org

I hereby certify that the agenda for the Regular Orange County Great Park Board meeting was posted in accordance with law in the posting book located in the Public Safety Lobby of City Hall, One Civic Center Plaza, Irvine, California on January 10, 2019 by 7:45 pm as well as on the City's web page.



Molly McLaughlin, MPA
Secretary / Clerk of the Board

1.1



REQUEST FOR BOARD ACTION

MEETING DATE: JANUARY 22, 2019

TITLE: MINUTES

A handwritten signature in blue ink, appearing to read 'Molly M. Hupel'.

Secretary / Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes of a special meeting of the Orange County Great Park Board held on November 27, 2018.



MINUTES

ORANGE COUNTY GREAT PARK BOARD SPECIAL MEETING

November 27, 2018

Conference and Training Center
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

A special meeting of the Orange County Great Park Board of Directors was called to order on November 27, 2018 at 3:43 p.m. in the Conference and Training Center; Chairman Wagner presiding.

ROLL CALL

Present:	4	Director:	Jeffrey Lalloway
		Director:	Christina Shea
		Vice Chairwoman:	Melissa Fox
		Chairman:	Donald P. Wagner

Absent:	1	Director:	Lynn Schott
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PLEDGE OF ALLEGIANCE

Vice Chairwoman Fox led the Pledge of Allegiance.

BOARDMEMBER REPORTS

There were none.

1. **CONSENT CALENDAR**

ACTION: Moved by Director Lalloway, seconded by Vice Chairwoman Fox, and unanimously carried by those members present (Director Schott absent), to approve Consent Calendar Item Nos. 1.1 and 1.2.

1.1 **MINUTES**

ACTION:

Approved the minutes of a special meeting of the Orange County Great Park Board held on September 25, 2018.

1.2 **ORANGE COUNTY GREAT PARK FUNDS FINANCIAL STATEMENT AUDIT – FISCAL YEAR 2017-18**

ACTION:

Recommended the City Council receive and file.

2. **BOARD BUSINESS**

2.1 **OPERATING AGREEMENT FOR ORANGE COUNTY GREAT PARK URBAN AGRICULTURE PROGRAMS**

Ed Crofts, Community Services Manager, and Dena Diggins, Manager of Community Services, presented the staff report and responded to questions.

Board discussion included: noting the reduction of costs over the years; and reiterated the public benefit of the urban agriculture programs.

ACTION: Moved by Director Shea, seconded by Vice Chairwoman Fox, and unanimously carried by those members present (Director Schott absent), to:

- 1) Recommend the City Council authorize the City Manager to execute the proposed Agreement for Contract Services between the City of Irvine and Solutions for Urban Agriculture to operate the Farm + Food Lab and the urban agriculture programs offered at the Orange County Great Park.
- 2) Recommend the City Council approve a budget adjustment to transfer \$76,872 from existing personnel and supply appropriations to contract services for the operation and maintenance of the agriculture amenities at the Orange County Great Park for the remainder of Fiscal Year 2018-19, with no net fiscal impact.

PUBLIC COMMENTS

There were no public comments.

ADJOURNMENT

By consensus of those members present (Director Schott absent), Chairman Wagner adjourned the special meeting at 3:50 p.m.

CHAIRMAN

SECRETARY/CLERK OF THE BOARD

January 22, 2019
DATE

1.2



REQUEST FOR BOARD ACTION

MEETING DATE: JANUARY 22, 2019

TITLE: 2019 ORANGE COUNTY GREAT PARK BOARD MEETING
CALENDAR

A blue ink signature of the Secretary/Clerk of the Board, written over a horizontal line.

Secretary/Clerk of the Board

A blue ink signature of the City Manager, written over a horizontal line.

City Manager

RECOMMENDED ACTION

Approve the proposed 2019 Orange County Great Park Board Meeting Calendar.

EXECUTIVE SUMMARY

Orange County Great Park Board (Board) meetings are canceled or rescheduled when holidays conflict with regular Board meeting dates. For example, the Board meeting in December has historically been canceled due to the Christmas holiday. In addition, the meeting in August is typically canceled due to summer vacation schedules.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

Staff has reviewed the upcoming meeting calendar to determine potential conflicts with regular meeting dates, and proposes the following amendments to the Orange County Great Park meeting calendar:

- 1) Cancel the August 27 Board meeting, as done in prior years, to accommodate summer vacation schedules.
- 2) Cancel the December 24 Board meeting due to the Christmas holiday.

ALTERNATIVES CONSIDERED

The Board of Directors may amend the 2019 Orange County Great Park Meeting Calendar and provide alternative direction.

FINANCIAL IMPACT

There is no financial impact associated with the 2019 Orange County Great Park Meeting Calendar.

REPORT PREPARED BY Molly McLaughlin, Secretary/Clerk of the Board

ATTACHMENT

2019 Orange County Great Park Board Meeting Calendar

2019 Orange County Great Park Board Meeting Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22 GP	23	24	25	26
27	28	29	30	31		

February						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26 GP	27	28		

March						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26 GP	27	28	29	30
31						

April						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23 GP	24	25	26	27
28	29	30				

May						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28 GP	29	30	31	

June						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25 GP	26	27	28	29
30						

July						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23 GP	24	25	26	27
28	29	30	31			

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
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15	16	17	18	19	20	21
22	23	24 GP	25	26	27	28
29	30					

October						
Su	Mo	Tu	We	Th	Fr	Sa
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13	14	15	16	17	18	19
20	21	22 GP	23	24	25	26
27	28	29	30	31		

November						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26 GP	27	28	29	30

December						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

GP: Orange County Great Park – 2pm (4th Tue)

ATTACHMENT

Meeting Dates
Holidays

2.1

2019 JAN -9 PM 2: 11

Memo

To: Orange County Great Park Board of Directors
From: John Russo, City Manager
Date: January 22, 2019
Re: Annual Election of Orange County Great Park Corporation Board of Directors Chairman/Chairwoman and Vice Chairman/Chairwoman

The Bylaws of the Orange County Great Park Corporation (Article VIII) provide that an annual meeting of the Corporation be held each year in January, at a time to be designated by the board.

The chairman/chairwoman and vice chairman/chairwoman are elected at the annual meeting by the board. A majority vote of the directors present is required to elect the chairman/chairwoman and vice chairman/chairwoman (Article VIII).

The election is accomplished through a nomination process, which does not require a second, and can be opened by the chairman/chairwoman or the Great Park CEO.

2.2

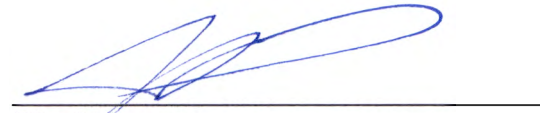


REQUEST FOR BOARD ACTION

MEETING DATE: JANUARY 22, 2019

TITLE: RECOMMENDED REALIGNMENT OF DEPARTMENT DIRECTOR POSITIONS TO REFLECT BEST PRACTICES AND ADDRESS INTERNAL EQUITY



Assistant City Manager

City Manager

RECOMMENDED ACTION

1. Recommend the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING A CLASSIFICATION AND COMPENSATION POLICY FOR MANAGEMENT AND NON-REPRESENTED EMPLOYEES (EXEMPT) OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 18-59, WHICH IS INCONSISTENT THEREWITH
2. Recommend the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING FULL-TIME POSITIONS IN ACCORDANCE WITH THE PROVISIONS OF COMPENSATION RESOLUTIONS AND THE OPERATING BUDGET FOR THE 2018-19 FISCAL YEAR, AND SUPERSEDING RESOLUTION NO. 18-60, WHICH IS INCONSISTENT THEREWITH
3. Recommend the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING THE SALARY GRADE ORDER STRUCTURE AND SALARY RANGES FOR EMPLOYEES OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 18-61, WHICH IS INCONSISTENT THEREWITH
4. Adopt – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY GREAT PARK CORPORATION AMENDING RESOLUTION NO. 16-02 PERTAINING TO THE APPOINTMENT OF THE CHIEF EXECUTIVE OFFICER

EXECUTIVE SUMMARY

The recommended action appoints John Russo as Chief Executive Officer of the Orange County Great Park Corporation, pursuant to Article VIII of the Bylaws of the Orange County Great Park Corporation. The position is a collateral assignment for existing personnel and does not award additional compensation to the holder of the position.

Other recommended actions propose classification changes and position realignment in the Orange County Great Park Division, City Clerk's Office and Administrative Services Department to properly reflect the current span of responsibility, address internal equity among other comparable positions in the City organization, realign workload, and implement best practices as found at comparable cities. The proposed changes do not increase staffing levels.

The following table illustrates the proposed full-time and part-time staffing levels overseen by the various Department Directors in the City, along with reporting relationships.

Department Director	Reporting To	Full and Part Time Staffing Level in Department
City Clerk*	City Manager	19
Community Development	Assistant City Manager	116
Community Services	Assistant City Manager	793
Human Resources & Innovation*	Assistant City Manager	31
Financial Management & Strategic Planning*	Assistant City Manager	36
Public Affairs & Communications	City Manager	8
Public Safety	City Manager	469
Public Works	Assistant City Manager	150
Transportation	Assistant City Manager	22

*Proposed changes

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

Staff evaluated the structures of City Clerk's Office, Orange County Great Park Division, and Administrative Services Department against other comparable organizations and determined certain programs, services and positions were not optimally situated for an organization of Irvine's size and scope. The following summarizes the recommended changes.

City Clerk's Office

Staff evaluated the classification level for the City Clerk position in relation to other director-level positions in the City and in comparison to similar sized cities. The City Clerk

effectively functions as a department director, responsible for the oversight of municipal elections, records management, central reception, duplicating, and mail operations. Staff recommends the position be reallocated on the Salary Grade Order from a Deputy Director classification to a Director classification so that it is equitable with the City's other director-level positions and consistent with comparable cities.

Orange County Great Park Division in the City Manager's Office

The scope of responsibility for the existing Great Park Director position has greatly diminished over time. The new City Manager has brought experience in conducting multifaceted negotiations, developing public-private partnerships, overseeing interagency coordination, implementing long-term strategy, and providing executive oversight to large complex projects. Moreover, the recently hired Manager of Economic Development has knowledge, skills, and abilities that will be of benefit to the Orange County Great Park. Economic Development's efforts in working with internal and external stakeholders to increase the City's footprint in the business community will have some crossover functionality in support of the Orange County Great Park's mission. With the City Manager providing executive oversight to the Orange County Great Park, the resources tied to the director-level position can be repurposed to address the project's pressing needs of research and analysis at the staff level. In addition to reclassifying an existing Manager to Deputy Director, the recommended actions propose exchanging the vacant Director of Great Park and Great Park Property Administrator positions for the lower-level positions of Management Analyst I and Special Programs Administrator.

Administrative Services Department

Administrative Services is comprised of Finance, Human Resources, Information Technology, Budget, and Purchasing. The combination of such diverse functions within a single department is inconsistent with industry standards, best practices and is not typically found in cities of comparable size and structure. By enhancing Human Resources' organizational presence, stronger emphasis will be placed on employee engagement, morale, staff development and interdepartmental collaboration. Staff recommends that Human Resources report directly to the Assistant City Manager under a newly established Department of Human Resources & Innovation to include Information Technology. Oversight of these services can be accomplished through existing resources by reclassifying the current Deputy Director of Administrative Services to Director of Human Resources & Innovation.

The remaining divisions of Administrative Services would continue to report to the Assistant City Manager under the new title of the Department of Financial Management

& Strategic Planning. Toward this end, the recommended actions include retitling Director of Administrative Services to Director of Financial Management & Strategic Planning.

Attachments four through seven contain revised organization charts reflecting the recommended changes.

ALTERNATIVES CONSIDERED

The City Council could reject the recommended actions in whole or in part. This is not recommended as the proposed structure is reflective of industry standards, municipal best practices and is consistent with other agencies of similar size and scope.

FINANCIAL IMPACT

The recommended actions result in a total savings of approximately \$91,400.

Orange County Great Park

Existing	Proposed	Financial Impact
Director of Orange County Great Park	Management Analyst I	\$124,051 savings
Great Park Property Administrator	Special Programs Administrator	\$12,480 savings
Manager of Great Park Planning & Development	Deputy Director of Orange County Great Park	\$8,378 cost
		\$128,153 savings

General Fund

Existing	Proposed	Financial Impact
Deputy Director of Administrative Services	Director of Human Resources & Innovation	\$18,358
City Clerk at Deputy Director-level	City Clerk at Director-level	\$18,358
Director of Administrative Services	Director of Financial Management & Strategic Planning	No Impact
		\$36,716 cost

REPORT PREPARED BY

Marianna Marysheva, Assistant City Manager

ATTACHMENTS:

1. Management and Non-Represented Resolution
2. Position Control Resolution
3. Salary Grade Order Resolution
4. Organizational Chart – Orange County Great Park
5. Organizational Chart – Department of Human Resources & Innovation
6. Organizational Chart – Department of Financial Management & Strategic Planning
7. Organizational Chart – City Clerk's Office
8. Orange County Great Park Resolution

CITY COUNCIL RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING A CLASSIFICATION AND COMPENSATION POLICY FOR MANAGEMENT AND NON-REPRESENTED EMPLOYEES (EXEMPT) OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 18-59, WHICH IS INCONSISTENT THEREWITH

WHEREAS, revisions have been made to the Classification and Compensation Policy; and

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE as follows:

SECTION 1. ANNUAL COMPENSATION FOR MANAGEMENT AND NON-REPRESENTED EMPLOYEES

The pay grades for Management and Non-Represented Employees of the City of Irvine shall be set forth as shown in the applicable salary resolution adopted by the City Council.

SECTION 2. OTHER COMPENSATION COMPONENTS

Eligible exempt Management and Non-Represented employees shall receive additional compensation benefits as follows:

1. Pension:

A. The provisions of this Section 2.1 shall apply to all employees, as of June 30, 2003, who elected to decline the CalPERS benefits.

1. The City shall invest an amount equal to 12.448% of each employee's base salary in the City of Irvine Defined Contribution Pension Plan (DCPP) for employees who are actively employed in the unit on or after this Resolution is approved by the City Council. Employees shall become fifty percent (50%) vested in such plan upon completion of the initial six months of employment. Thereafter, such vested interest shall increase at the rate of 5% for every Plan Year in which the employee completes 1000 hours of service. Once the employee has completed five (5) years of service, he/she shall become 100% vested in the retirement plan.
2. The City will deduct an amount equal to 6.552% of each employee's base salary to invest in the City of Irvine DCPP. It is understood that this payroll deduction shall be mandatory for all employees who elect to remain in the City of Irvine DCPP.

3. All employees who elected to remain in the City of Irvine DCPD shall not be entitled to any CalPERS benefits, past, present or future, as provided under Section 2.1.B of this Resolution. If employees elected to remain in the City of Irvine DCPD, such participation shall continue until the employee terminates their employment from the City for any reason.
 4. The City will utilize retirement plan forfeitures to offset the cost of City of Irvine DCPD account management and administrative fees.
- B. The provisions of this section B.1 shall apply to employees, as of June 30, 2003, who elected to waive their rights to the City of Irvine Defined Contribution Pension Plan (DCPD) and who elected to transfer to the CalPERS program.
1. The City's contract with CalPERS shall include the following options:
 - a. 2.7% @ 55 Full Formula for Local Miscellaneous Members (Cal. Govt. Code Section 21354.5)
 - b. One Year Final Compensation (Cal. Govt. Code Section 20042)
 - c. Military Service Credit as Public Service (Govt. Code Section 21024), in which the employee pays the entire cost
 - d. Improved Non-Industrial Disability Allowance (Cal. Govt. Code Section 21427)
 - e. 4th Level 1959 Survivor Benefits (Govt. Code Section 21574)
 - f. Limit Prior Service to Members Employed on Contract Date (Govt. Code Section 20938)
 2. All eligible employees hired on or after July 5, 2003, the effective date of the CalPERS contract, shall become members of the CalPERS Retirement Program.
 3. All active eligible employees shall be members of CalPERS, unless they elected to decline the CalPERS benefits through the irrevocable election process. All employees covered by CalPERS shall no longer be entitled to any benefits past, present or future, provided under the City of Irvine DCPD referenced in Section 2.1.A above.
 4. Once a member of the CalPERS plan, such participation shall continue until the employee terminates employment with the City for any reason.

5. The CalPERS vesting schedule will apply (Cal. Govt. Code Section 21060).
 6. Employer-Paid Member Contributions and New CalPERS Miscellaneous Tiers
 - a. The full eight percent (8%) cost of the CalPERS member contributions will be paid by the employee.
 - b. Effective April 14, 2012, the City implemented the 2% @ 55 retirement program with the average of the three highest paid consecutive years for all miscellaneous employees hired on or after that date. Employees in the 2% @ 55 plan will pay the full 7% Member Contribution for the entire term of their employment.
 - c. All “new members” within the meaning of the California Public Employees Pension Reform Act of 2013 hired by the City on or after January 1, 2013, will be placed in the City’s Tier 3 plan; 2% at 62 formula for Miscellaneous employees. Employees will pay the full employee contribution, which will be one-half the normal rate as determined by CalPERS and there shall be no employer payment of any of the required employee contribution.
- C. The Sworn employees listed in Exhibit A shall become a member of the CalPERS retirement plan for local safety employees, pursuant to the contract between the City and CalPERS.
1. Once a member of the CalPERS plan, such participation shall continue until the employee terminates employment with the City for any reason.
 2. The CalPERS vesting schedule will apply (Cal. Govt. Code Section 21060).
- For employees who are members of the City’s 3% at 50 CalPERS, the full nine percent (9%) member contribution will be paid by the member, through pre-tax payroll deduction.
3. All “new members” within the meaning of the California Public Employees Pension Reform Act of 2013 hired by the City on or after January 1, 2013, will be placed in the City’s Tier 3 plan; 2.7% at 57 for Sworn employees. Employees will pay the full employee contribution, which will be one-half the normal rate as determined by CalPERS and there shall be no employer payment of any of the required employee contribution.
 4. Employer paid member contributions shall be considered deferred income for federal and state income tax purposes. Should any state or

federal agency alter the current income tax treatment of such payments, the consequences of such action shall be the sole responsibility of the affected employees, and shall in no way alter any obligation of the City toward such employees.

2. Retiree Health Plan

- A. The City shall contribute an amount equal to two percent (2%) of each employee's base salary in a Retiree Health Savings (RHS) account, which shall be administered by the employees covered by this Resolution.
- B. An employee who has retired from the City and has either attained the age of sixty (60) years or is fifty (50) years old and has completed five (5) years of service with the City shall be entitled to purchase the medical insurance plan in effect at the time of retirement at the City's rates for the employee and the employee's dependents at the cost to the former employee, now retiree.
- C. The City will allow a spouse of an eligible retired unit member to continue to purchase the medical insurance after the death of the retired employee, provided that the spouse was covered under a City insurance plan at the time of employee's death and provided that there has been no break in coverage since the employee's retirement. This eligibility for continued coverage ceases if such spouse remarries.
- D. Each representation unit has determined the type of retiree health program in which its members shall participate. In order to ensure that the employees can maximize their benefits, the City agrees to allow employees to remain in the designated type of retiree health program throughout their service with the City, whether or not the employee moves to another representation unit(s). In the event an employee moves to another representation unit, the City will contribute an amount up to the contribution established for the new unit's retiree health plan and the employee will not be eligible to participate in any other non-voluntary health plan offered to City employees. If the City's contribution toward a retiree health plan in the new unit is less than what is required for the employee's designated retiree health plan, the difference will be deducted from the employee's pay.

3. Health Insurance Benefits

A. Indemnity Medical Insurance

The City shall provide the option to employees to enroll in a medical indemnity insurance plan.

B. Indemnity Dental Insurance

The City shall provide the option to employees to enroll in a dental indemnity insurance plan.

C. Health Maintenance Organizations

The City shall provide the option to employees to enroll in a health maintenance organization and/or a dental maintenance organization.

D. Vision Care Plan

The City shall provide a vision care plan.

E. For employees who choose the PPO medical plan, the total cost to the City for medical, dental, psychological and vision insurance shall not exceed \$694.04 per month, per employee, \$754.04 per month, per employee plus one (1) dependent or \$1,064.31 per month per employee plus family. The medical tier that the employee selects will drive the insurance cap that is applied to the employee's health benefit selections.

F. Employees have the option of enrolling themselves and/or their dependents into a no-cost medical plan rather than being subject to the cap as set forth in item F., above. Under the no-cost plan, the City will provide any HMO Medical Plan and any HMO Dental Plan offered by the City, as described in item F. above. Under this option, employees may choose to upgrade from the HMO Dental Plan to the PPO Dental Plan, however the employee will be required to pay the difference in premium between the HMO Dental Plan and the PPO Dental Plan.

Effective January 1, 2015, any increase in the cost of the HMO Medical Plans over the costs in effect December 31, 2014, will be borne as follows: The City will pay 95% of the increased cost, and employees enrolled in HMO Medical Plans will pay the remaining 5% of cost increases in annual premiums. Each year thereafter, the amount paid by employees in prior years will be added to that portion of the increase (five percent 5%) the employees will pay in the current year.

4. Disability Insurance

The City shall provide a long-term disability insurance plan for employees.

5. Life Insurance

Employees covered by this Resolution shall be provided a life insurance policy in the amount equal to a full year's base salary rounded up to the next \$1,000.

6. Flexible Spending Account

Employees may use pre-tax dollars to pay for eligible medical and dependent care expenses per Internal Revenue Code Sections 125 and 129. The City will use what legal means exist to recover cost for claims paid in advance of sufficient employee payroll deduction being made upon the employee's separation from the City.

7. Expense Allowances

A. Vehicle/Vehicle Allowance

Management employees listed in Sections A and B of Attachment I shall be provided a vehicle at City expense or a monthly vehicle allowance. Those classifications listed in Section C of Attachment I shall be provided a monthly vehicle allowance. The City Manager may approve use of a City vehicle or mileage reimbursement for those miles traveled in the employee's vehicle, which exceed the miles covered by the vehicle allowance based on the current mileage rate

Classifications in Section A and B	\$550
Classifications in Section C	\$300

B. Telecommunications Allowance

Employees listed in Sections A, B and C of Attachment I shall be provided a \$100.00 monthly allowance for cellular service. In addition, a reimbursement of up to \$200 for cellular equipment will be provided upon receipt of invoice initially (following appointment to an affected classification) and once every two years thereafter, if necessary to replace existing equipment. All contracts for cellular service for these employees shall be between the provider and the individual.

8. Vacation

Management and Non-Represented employees shall accrue vacation credits on a monthly basis as follows:

<u>Years of Service</u>	<u>Annual Vacation Credits</u>
1 through 3	120 hours
After 3 through 10	160 hours
After 10 years or more	200 hours

As an incentive for filling critical management and non-represented positions, as part of an offer of employment, the City Manager may grant a vacation balance of one week upon appointment.

Employees may not accrue more than three (3) times their annual accrual rate of vacation. When an employee earns vacation in excess of the maximum accrual, the employee shall be paid for vacation during the pay period earned and at the employee's base rate of pay.

The dates an employee may take her/his vacation shall be determined by the Department Director or the City Manager with due regard for the wishes of the employee and particular regard for the needs of the City. Other policies related to the accrual and use of vacation shall be as provided in the Personnel Rules and Procedures.

9. Vacation Buyback

On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. The employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. Payment will be made by Thanksgiving. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

10. Personal Sick Leave

Employees shall accrue personal sick leave credits at the rate of eight (8) hours per month.

Unless unforeseen and extenuating circumstances arise, in order to receive compensation while absent on sick leave, the employee shall notify her/his immediate supervisor or the Personnel Officer prior to or within one (1) hour after the time set for beginning her/his daily duties, or as may be specified by the head of her/his department. When absence is for one workday or more, the employee may be required to file a physician's certificate with the Personnel Officer, stating the cause of absence.

An employee receiving temporary disability payments under the Workers' Compensation laws may use a pro-rated amount of accumulated sick leave in order to continue to maintain her/his regular income. Under such circumstances, the employee shall submit any benefit payments from the Workers' Compensation fund to the Finance Officer.

An employee may be required to provide a doctor's release to return to work following an illness or injury resulting in an inability to perform assigned duties.

11. Personal Sick Leave Conversion

Employees having less than ten (10) years of consecutive full-time service shall be eligible, if they so desire, each quarter (January 1, April 1, July 1, October 1) to convert unused personal sick leave in excess of 168 hours at a ratio of eight (8) hours of vacation for every twenty-four (24) hours of personal sick leave. Employees with at least ten (10) years of full-time consecutive service shall be eligible to convert sick leave in excess of 168 hours at the ratio of eight (8) vacation hours for sixteen (16) sick leave hours. One hundred sixty-eight (168) hours must be accrued and retained prior to converting any excess personal sick leave hours to vacation hours.

Effective the pay period following April 1 of each year, regular full-time employees, whose unused personal sick leave has accumulated to more than 700 hours, must convert those hours in excess of 700 into their respective individual accounts in the Management Retiree Health Savings Plan, subject to a maximum conversion of 120 hours of sick leave per employee per year. The conversion of personal sick leave into the Retiree Health Savings Plan shall occur as follows:

- A. The City will convert unused sick leave into the Retiree Health Savings Plan for regular full-time employees having less than ten (10) years of consecutive full-time service at a ratio of three (3) hours of sick leave to one (1) hour of pay at the employee's current base salary rate.
- B. The City will convert unused personal sick leave into the Retiree Health Savings Plan for regular full-time employees with at least ten (10) years of consecutive full-time service at a ratio of two (2) hours of sick leave to one (1) hour of pay at the employee's current base salary rate.

Upon separation regular full-time employees must convert all remaining sick leave hours into their respective individual accounts in the Retiree Health Savings Plan as follows:

- 1. The City will convert unused personal sick leave into the Retiree Health Savings Plan for regular full-time employees having less than ten (10) years of consecutive full-time service at a ratio of three (3) hours of sick leave to one (1) hour of pay at the employee's current base salary rate.
- 2. The City will convert unused personal sick leave into the Retiree Health Savings Plan for regular full-time employees with at least ten (10) years of consecutive full-time service at a ratio of two (2) hours of sick leave to one (1) hour of pay at the employee's current base salary rate.

Employees who separate due to termination for cause or resignation/retirement in lieu of termination for cause shall not be eligible to convert their sick leave into the Retiree Health Savings Plan.

12. Personal Leave

Effective the pay period which includes January 1st of each year, employees shall receive a Personal Leave Benefit of seventy-one (71) hours per year. Such leave shall be available for employees to use from the beginning of the first pay period beginning in the calendar year through the end of the last pay period beginning in the calendar year. Such hours shall not accrue from year to year. This leave has no cash value and cannot be cashed out. If, at the end of the calendar year, the employee has any of this leave on the books, with the pay period including January 1, he/she will be provided with whatever amount of leave is necessary to bring his/her bank up to 71 hours. Probationary employees who commence employment with the City after January 1 will receive twenty four (24) less Personal Leave hours for every four (4) months the employee is not on paid status with the City.

The employee shall notify his/her immediate supervisor of the use of a Personal Leave day at least 36 hours in advance unless circumstances beyond the employee's control prevent such notification.

13. Bereavement Leave

Employees shall receive up to forty (40) hours for any one instance for absence necessitated by the death of immediate family members. Such credit shall not be accrued from year to year. The immediate family shall be defined as mean father, father-in-law, mother, mother-in-law, step-parent, brother, step-brother, sister, step-sister, wife, husband, registered domestic partner, child, step-child, grandparent, grandparents in-law, grandchild, legal guardian or other individuals whose relationship to the employee is that of a dependent, a domestic partner as defined by California Family Code section 297, or a person who stood *in loco parentis* (in place of a parent) to the employee.

14. Parenthood Leave

An employee may be granted a temporary parenthood leave of absence without pay, not to exceed 180 calendar days per year, upon approval from the City Manager. The employee requesting such leave shall present evidence of the birth or adoption of a child by the employee or spouse to his/her Department Director. The City will comply with all elements of parenthood leave under the Family Medical Leave Act and the California Family Rights Act. . Any such leave will run concurrently with parenthood leave as provided for under the FMLA and CFRA.

15. Administrative Leave

Effective the first pay period beginning in January of each year, employees in classifications listed in Section A, B, C or D of Attachment I will receive forty (40) hours of Administrative Leave per calendar year. Administrative Leave will be prorated on a monthly basis for management and non-represented employees appointed during the calendar year. Additional Administrative Leave may be approved by the Department Director or City Manager. Administrative Leave must be used by the end of the calendar year. Such hours shall not accrue from year to year or be paid off upon termination. . This leave has no cash value and cannot be cashed out. If, at the end of the calendar year, the employee has any of this leave on the books, with the pay period including January 1, he/she will be provided with whatever amount of leave is necessary to bring his/her bank up to 40 hours.

16. Education/ Reimbursement/Professional Development/Professional Advancement

Employees shall be eligible for reimbursement of approved education or professional development expenses to a maximum of \$1,300 per calendar year.

Up to \$500 of the employee's annual professional development fund may be used towards travel, expenses for City approved conferences, seminars, job-related training, and/or certified wellness programs for Sworn employees in accordance with Irvine Police Department and City Policy. Employees using professional development funds for travel-related purposes shall be subject to all guidelines established by City travel policies and procedures.

Up to \$250 of the employee's annual professional development funds may be used toward supplementing un-reimbursed expenses for his/her annual physical examination, subject to the provisions of Article 24 of the City's Personnel Rules and Procedures.

The sworn employees listed in Attachment I shall be eligible for a twelve percent (12%) Professional Advancement benefit upon attaining a California P.O.S.T. Executive Development Certificate or completion of a FBI National Academy program or completion of a Master's Degree or comparable extended professional management training program.

17. Holidays

The recognized holidays to be observed by the City in each calendar year shall be as follows:

New Year's Day
Martin Luther King Jr. Day

Washington's Birthday
Memorial Day
Independence Day (4th of July)
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Prior to the beginning of the calendar year, Administrative Services will designate and announce the dates on which the above referenced holidays shall be observed. Human Resources may designate alternate dates the City will observe holidays in order to occur in conjunction with the Holiday Leave benefit provided below.

Full-time employees shall receive nine (9) hours pay for each holiday observed on a Monday, Tuesday, Wednesday, or Thursday. Employees shall receive eight (8) hours pay for each holiday observed on a regularly scheduled working Friday. Regular full-time employees working an eight-hour (8), five-day (5) schedule will receive eight (8) hours for each of these holidays.

Holiday Leave

Effective in December 2017 and each year thereafter, employees in the unit will not be required to come to work and will be provided with three days of paid leave to be used in the pay period that includes the Christmas Eve, Christmas Day and New Year's Holidays. The dates of the three "Holiday Leave" days will be designated annually by Human Resources. Employees will be provided with three days of paid leave based on the number of hours they are regularly scheduled to work on designated "Holiday Leave" days. Employees must use this leave on the designated days unless directed to work by the Department Director or designee. In cases where the employee is directed to work on such days, the employee will be credited with leave in an amount equivalent to what they would have used had they not been directed to work. In cases where a designated "Holiday Leave" day falls on an employee's regularly scheduled day off, the employee will be credited with leave in an amount equivalent to what they would have used had it been a regularly scheduled work day. Such leave shall have no cash value, and will expire if not utilized within the pay period that includes November 30 of the following year.

Employees wanting to take additional days off in conjunction with the observed Holidays and designated Holiday Leave Days must utilize other accrued leave in accordance with existing rules.

For 2017, the following shall be observed:

Monday 12/25 - Christmas Day Eve
Tuesday 12/26- Christmas Day
Wednesday 12/27- Holiday Leave
Thursday 12/28- Holiday Leave
Friday 12/29- Holiday Leave

For 2018, the following shall be observed:

Monday 12/24-Christmas Eve
Tuesday 12/25-Christmas Day
Wednesday 12/26- Holiday Leave
Thursday 12/27- Holiday Leave
Friday 12/28- Holiday Leave

18. Jury Duty and Subpoenas

Every employee of the City who is subpoenaed as a witness for a local, state or federal government shall be entitled to absent herself/himself from her/his duties with the City during the period of such service or while necessarily being present in court as a result of such call or subpoena, and shall receive full compensation.

In order to balance the City of Irvine's interest in maintaining productivity with the interest that employees are able to support our system of justice by serving on juries, paid Jury Duty is limited to a maximum of 80 hours in a calendar year. If an employee, despite reporting the limit to the Court, is required to serve beyond 80 hours he or she can request an exception of the limit on paid Jury Duty Leave by the City Manager

If an employee is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that he/she must report the next day.

An employee on jury duty must either return to work after the jury service is done for the day if there are still four hours left on his/her shift or call in to his/her supervisor and ask to use leave to cover the rest of his/her shift.

For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued time subject to supervisor approval.

An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.

19. Military Leave

Employees shall be entitled to such benefits as are provided by law. An employee requesting such military leave shall present a copy of her/his military orders to her/his Department Director or the City Manager prior to the beginning of the leave.

20. Physical Examination

The City shall reimburse employees in classifications listed in Sections A, B or C of Attachment I up to a maximum of \$350 per calendar year for expenses incurred as a result of an annual physical examination as defined in Article 24 of the City's Personnel Rules and Procedures. The City shall reimburse employees in classifications listed in Section D of Attachment I up to a maximum of \$250 per calendar year for expenses incurred as a result of an annual physical examination as defined in Article 24 of the City's Personnel Rules and Procedures. An annual physical is optional. Expenses eligible for payment by the City health insurance plan shall not be eligible for reimbursement.

21. Industrial Accident Salary Continuance

In the event that it is determined that a full-time employee is absent from work as a result of any injury or disease arising solely out of the employment with the City and in no way related to any prior existing condition, the City shall provide up to six (6) months of Industrial Accident Salary Continuance during any two-year period under the following conditions:

- A. In the event the employee qualifies for compensation under State law, the employee shall receive the difference between the Workers' Compensation payments and his/her regular salary;
- B. The employee shall accrue sick leave or vacation leave during the term of the Industrial Accident Salary Continuance taken;
- C. The employee's condition is not permanent and stationary as determined by the City's appointed physician.

For sworn CalPERS members, the City shall follow the provisions of Section 4850 of the California Labor Code when that member is disabled by injury or illness arising out of and in the course of his/her duties.

In the event of an on-the-job injury or accident resulting in loss of time beyond that required for immediate medical attention, such employee may be required to be examined by a licensed physician appointed by the City of Irvine.

Any on-the-job injury or accident must be reported to the employee's immediate supervisor within twenty-four (24) hours after said injury or accident. Failure to report said injury or said accident shall be grounds for disciplinary action.

22. Accrual of Leaves

All paid leave hours accrued shall be prorated based on the number of hours worked or paid up to eighty (80) hours in a pay period.

23. Select Benefits Program

The City will provide a cafeteria-style benefit program for Management and Non-Represented employees to include the following general elements:

- A. Enhanced choices among City-offered health benefit plans.
- B. Employees not claiming dependents on their health plan shall receive \$150 per month. The stipend may be taken as taxable cash.

24. Management Incentive Pay

Management employees in the classifications listed in Sections A, B, and C of Attachment I, shall be eligible to receive 3% Management Incentive Pay above the base salary, in recognition for the unique nature of their work.

25. Bilingual Pay Program

Department Directors shall annually designate which positions will be assigned bilingual duties and which languages shall be eligible for bilingual pay. Qualified employees who meet the following criteria shall receive an additional \$50.00 per month.

- A. An employee must be assigned to speak or translate a language in addition to English as part of their position responsibilities. This includes such specialized communication skills as sign language.
- B. To become qualified, employees must be certified as qualified by the Personnel Officer or designee.
- C. For positions requiring extensive contact with the public or contractors, bilingual pay will be rotated among employees who are deemed as qualified by the City. The Department Director will have the discretion to determine the number of employees and the sections/units that qualify to participate in a "rotation pool." Rotations will occur every 12 months, effective the first pay period each November. It is the Department Director's sole discretion

to determine the order of rotation among the qualified employees. An employee who has not performed bilingual duties within the rotation for a period of 24 months or longer must be re-certified by the City in order to receive bilingual pay.

An employee in a bilingual assignment may request to have the bilingual assignment and corresponding pay removed.

SECTION 3. PAY PROGRESSION IN A PAY GRADE

1. Base Pay Progression

Pay progression within a Salary Grade will be based strictly upon individual performance and summarized in an annual performance appraisal. For employees listed in Sections B, C, and D of Attachment I, all base pay progression within pay grades will be limited to the Market Point of a pay grade according to the following schedule:

<u>Salary Placement in Pay Grade</u>	<u>Performance Level</u>	<u>Pay Increase</u>
Less than Maximum Range	Unsatisfactory or Needs Development	0%
Less than Maximum Range	Accomplished Standards	3% base adjustment, limited to Maximum of pay grade
Less than Maximum Range	Excellent	4 ½% base adjustment, limited to Maximum of pay grade
Less than Maximum Range	Outstanding	6% base adjustment, up Maximum of pay grade

Annual merit increases will be effective the payroll period that includes September 1st of each year and will be prospective from that date.

2. Initial Six-Month Merit Reviews

Employees listed in Sections B, C and D of Attachment I who have completed less than six (6) months of service in their Management or Non-Represented classification effective June 30th of each year will not be eligible to participate in the annual review process. At the completion of the initial six months of service in their current classification, the employees in Sections B, C and D of Attachment I will receive a performance review and merit increase appropriate to the performance review rating. The criteria and rating system for six-month reviews will be the same as those for annual performance reviews.

Following the completion of six months of service in their current classifications, the employees in Sections B, C and D of Attachment I will be eligible to participate in the annual performance review process the following July. The merit increase granted in the first annual review process following the initial six (6) month merit review will be prorated to reflect only the time period since the completion of the initial six months of service. All subsequent performance reviews will be according to the same merit schedule as other Management and Non-Represented employees.

SECTION 4. WAGE AND SALARY ADJUSTMENT

Effective the pay period that includes September 1, 2017, the salary ranges of the classifications covered by this Resolution shall be increased by two percent (2.0%).

Effective the pay period that includes July 1, 2018, the salary ranges of the classifications covered by this Resolution shall be increased by two percent (2.0%).

SECTION 5. MANAGEMENT SPECIALIST

Classifications listed in Section D of Attachment I shall be designated as "Management Specialists" pursuant to the City's Personnel Rules and Procedures.

SECTION 6. SEVERANCE

In the event of a lay-off within a designated management classification, the City Manager shall be authorized to enter into a severance agreement with the impacted employee.

SECTION 7. EMPLOYEE RESPONSIBILITIES

Since it is the City's policy to recruit highly qualified staff at a competitive total compensation level, the employees shall be responsible for striving to meet the high performance standards established by the City management.

SECTION 8.

The compensation policy provided for by this Resolution shall be operative from and after 12:01 a.m. on the twenty second day of January 2019, unless otherwise stated. All previous resolutions are hereby repealed effective on the operative date of this resolution.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 22nd day of January 2019.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 22nd day of January 2019.

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

Exhibit A

Executive Management, Management and
Non-Represented Employees (Exempt) Classification Titles

- A. City Manager
- B. Assistant City Manager
 - City Clerk
 - Director of Community Development
 - Director of Community Services
 - Director of Financial Management & Strategic Planning
 - Director of Human Resources & Innovation
 - Director of Public Affairs & Communications
 - Director of Public Safety/Chief of Police
 - Director of Public Works
 - Director of Transportation

 - Chief Information Officer
 - Deputy City Manager
 - Deputy Director of Community Services
 - Deputy Director of Orange County Great Park
 - Deputy Director of Public Works
 - Deputy Director of Public Safety/Police Chief
 - Deputy Director of Community Development
- C. Council Services Manager
 - Manager of Advance Planning
 - Manager of Animal Care
 - Manager of Building & Safety/Chief Building Official
 - Manager of Business Services
 - Manager of Community Services
 - Manager of Economic Development
 - Manager of Engineering/City Engineer
 - Manager of Facilities Maintenance & Rehabilitation
 - Manager of Fiscal Services
 - Manager of Housing
 - Manager of Human Resources
 - Manager of Land & Assets
 - Manager of Neighborhood Services
 - Manager of Public Communications
 - Manager of Public Services
 - Manager of Transit & Transportation
 - Special Assistant to the Chief of Police
- D. Chief Veterinarian
 - Animal Care Center Veterinarian

CITY COUNCIL RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING FULL-TIME POSITIONS IN ACCORDANCE WITH THE PROVISIONS OF COMPENSATION RESOLUTIONS AND THE OPERATING BUDGET FOR THE 2018-19 FISCAL YEAR, AND SUPERSEDING RESOLUTION NO. 18-60, WHICH IS INCONSISTENT THEREWITH

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE as follows:

The City Council of the City of Irvine hereby amends the previously authorized Full-time Position Control Resolution in accordance with the provisions of January 22, 2019:

<u>CLASSIFICATION</u>	<u>FY 2018-19</u>
Accountant	2
Accounting Technician	4
Administrative Aide	4
Administrative Coordinator	6
Administrative Secretary	18
Animal Care Center Supervisor	1
Animal Care Volunteer Program Supervisor	1
Animal Services Officer	4
Animal Services Supervisor	1
Applications Programmer/Analyst	1
Aquatics Coordinator	2
Aquatics Supervisor	1
Armorer	1
Assistant City Clerk	1
Assistant City Engineer	2
Assistant City Manager	2
Assistant Engineer	5
Assistant Planner	3
Associate Engineer	5
Associate Planner	5
Associate Transportation Analyst	1
Budget Officer	2
Building Inspection Supervisor	4
Building Inspector	2
Business Services Administrator	2

<u>CLASSIFICATION</u>	<u>FY 2018-19</u>
Buyer	2
Capital Improvement Program Administrator	1
Chief Information Officer	1
Chief Veterinarian	1
City Clerk	1
City Manager	1
Civilian Investigator I	2
Civilian Investigator II	8
Code Enforcement Supervisor	1
Code Enforcement Technician	1
Communications Bureau Supervisor	1
Community Services Administrator	2
Community Services Program Coordinator	34
Community Services Specialist	21
Community Services Superintendent	7
Community Services Supervisor	18
Construction Inspection Supervisor	1
Construction Inspector	1
Council Services Manager	1
Crime Analyst	1
Deputy Building Official	1
Deputy City Clerk I	1
Deputy City Clerk II	1
Deputy City Manager	1
Deputy Director of Community Development	1
Deputy Director of Community Services	1
Deputy Director of Orange County Great Park	1
Deputy Director of Public Safety/Police Chief	1
Deputy Director of Public Works	1
Director of Community Development	1
Director of Community Services	1
Director of Financial Management & Strategic Planning	1
Director of Human Resources & Innovation	1
Director of Public Safety/Chief of Police	1
Director of Public Works	1
Director of Transportation	1
Emergency Management Administrator	1
Engineering Technician	2
Environmental Programs Administrator	1

<u>CLASSIFICATION</u>	<u>FY 2018-19</u>
Equipment Mechanic	1
Equipment Operator I	5
Equipment Operator II	2
Executive Coordinator	1
Executive Secretary	3
Facilities Maintenance Specialist	4
Facilities Maintenance Superintendent	1
Facilities Maintenance Supervisor	2
Facilities Maintenance Technician	11
Facilities Reservations Coordinator	1
Finance Officer	1
Fleet Services Superintendent	1
Fleet Services Supervisor	1
FOR Families Specialist	1
Forensic Specialist I	1
Forensic Specialist II	4
Forensic Supervisor	1
GIS Analyst	1
GIS Supervisor	1
Great Park Project Administrator	1
HRIS Specialist	1
Human Resources Administrator	1
Human Resources Analyst I	2
Human Resources Analyst II	1
Human Resources Specialist	3
Information Specialist	3
Information Technology Administrator	1
Landscape Contract Specialist	2
Landscape Maintenance Specialist	11
Landscape Maintenance Superintendent	1
Landscape Maintenance Supervisor	5
Lead Accounting Technician	1
Lead Facilities Maintenance Technician	4
Lead Information Specialist	2
Lead Landscape Maintenance Technician	6
Lead Mail Coordinator	1
Lead Permit Specialist	1
Lead Street Maintenance Technician	7
License Specialist	3
Mail Coordinator	1

CLASSIFICATION	FY 2018-19
Management Analyst I	8
Management Analyst II	8
Manager of Advance Planning	1
Manager of Building & Safety/Chief Building Official	1
Manager of Community Services	4
Manager of Economic Development	1
Manager of Engineering/City Engineer	1
Manager of Facilities Maintenance & Rehabilitation	1
Manager of Fiscal Services	1
Manager of Human Resources	1
Manager of Neighborhood Services	1
Manager of Public Services	1
Master Facilities Maintenance Specialist	1
Media Services Coordinator	2
Media Services Specialist	2
Multimedia Specialist, IPD	1
Municipal Records Administrator	1
Office Specialist	2
Para-Transit Driver	4
Payroll Specialist	1
Payroll Supervisor	1
Permit Services Supervisor	1
Permit Specialist I	2
Permit Specialist II	6
Plans Examiner	2
Police Commander	3
Police Lieutenant	8
Police Officer	189
Police Sergeant	30
Press Information Officer, IPD	1
Principal Plan Check Engineer	2
Principal Planner	6
Program Assistant	8
Program Specialist	9
Project Development Administrator	4
Property & Evidence Specialist II	2
Public Safety Assistant	6
Public Safety Dispatcher	16
Public Safety Lead Records Specialist	2
Public Safety Records Specialist	7

CLASSIFICATION	FY 2018-19
Public Safety Records Supervisor	1
Public Safety Technology Analyst	1
Public Safety Traffic Programs Supervisor	1
Purchasing/Contracts Administrator	1
Regulatory Affairs & Business Desk Supervisor	1
Right-of-Way Administrator	1
Risk Management Administrator	1
Senior Accountant	4
Senior Accounting Technician	5
Senior Animal Care Specialist	2
Senior Animal Services Officer	1
Senior Building Inspector	21
Senior Buyer/Contracts Coordinator	2
Senior Civil Engineer	6
Senior Code Enforcement Inspector	4
Senior Construction Inspector	10
Senior Crime Analyst	1
Senior Equipment Mechanic	3
Senior GIS Analyst	2
Senior Human Resources Analyst	1
Senior Management Analyst	13
Senior Media Services Coordinator	2
Senior Office Specialist	6
Senior Permit Specialist	3
Senior Plan Check Engineer	8
Senior Planner	13
Senior Project Manager	8
Senior Public Safety Assistant	2
Senior Registered Veterinary Technician	2
Senior Transportation Analyst	6
Senior Transportation Engineer	2
Senior Vehicle Installation Technician	1
Special Assistant to the Chief of Police	1
Special Programs Administrator	1
Street Maintenance Specialist	5
Street Maintenance Superintendent	1
Street Maintenance Supervisor	3
Street Maintenance Technician	7
Supervising Public Safety Dispatcher	5
Supervising Traffic Systems Specialist	1

CLASSIFICATION	FY 2018-19
Supervising Transportation Analyst	3
Supervisor of Accounting Services	1
Traffic Systems Analyst	1
Traffic Systems Specialist	4
Traffic Systems Technician	2
Transit and Transportation Administrator	1
Transit Program Dispatcher	1
Treasury Specialist	1
Vehicle Installation Technician	1
Veterinary Practice Manager	1
Water Quality Administrator	1
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TOTAL AUTHORIZED POSITIONS	832

The Full-time Position Control Resolution is being updated to reflect approved changes by the City Council in the context of the 2018-19 Budget. The City Manager may exchange positions for those in another classification. When the City Council approves a new position, or the City Manager exchanges a position between updates of the resolution, such a change shall constitute a revision to the City's Full-time Position Control Resolution that shall be reflected in the next update of the resolution.

Revised 1/22/19

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 22nd day of January 2019.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 22nd day of January 2019.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

CITY COUNCIL RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING THE SALARY GRADE ORDER STRUCTURE AND SALARY RANGES FOR EMPLOYEES OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 18-61, WHICH IS INCONSISTENT THEREWITH

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE as follows:

The salary ranges for all employee classifications in the City of Irvine shall be as set forth below:

SALARY RANGES FOR EMPLOYEE CLASSIFICATIONS

Salary Grade	Class Title	FLSA	Salary Effective Date	Minimum Annual Rate	Maximum Annual Rate	Salary Effective Date	Minimum Annual Rate	Maximum Annual Rate
4			8/26/17	\$35,318.40	\$55,556.80	6/30/18	\$36,025.60	\$56,659.20
4-ICEA	Office Specialist	N	8/26/17	\$35,152.00	\$55,244.80	6/30/18	\$35,859.20	\$56,347.20
4-ICEA	Para-Transit Driver	N	8/26/17	\$35,152.00	\$55,244.80	6/30/18	\$35,859.20	\$56,347.20
5			8/26/17	\$39,208.00	\$61,651.20	6/30/18	\$39,998.40	\$62,878.40
5-ICEA			8/26/17	\$39,020.80	\$61,360.00	6/30/18	\$39,811.20	\$62,587.20
6			8/26/17	\$43,097.60	\$67,787.20	6/30/18	\$43,950.40	\$69,139.20
6-ICEA	Accounting Technician	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Code Enforcement Technician	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Community Services Specialist	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Duplicating Technician	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Engineering Aide	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Facilities Maintenance Technician	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Information Specialist	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Landscape Maintenance Technician	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	License Specialist	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Mail Coordinator	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Permit Specialist I	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Public Information Specialist	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Public Safety Assistant	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Public Safety Records Specialist	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Senior Animal Care Specialist	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Senior Office Specialist	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Street Maintenance Technician	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Vehicle Installation Technician	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
7			8/26/17	\$46,987.20	\$73,902.40	6/30/18	\$47,923.20	\$75,379.20
7-ICEA	Administrative Secretary	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Animal Services Officer	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Audio-Visual Specialist	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Deputy City Clerk I	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80

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7-ICEA	Equipment Mechanic	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Equipment Operator I	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Lead Mail Coordinator	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Media Services Specialist	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Permit Specialist II	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Police Recruit	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Program Assistant	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Property & Evidence Specialist I	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Senior Accounting Technician	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
8			8/26/17	\$50,876.80	\$80,038.40	6/30/18	\$51,896.00	\$81,640.00
8-ICEA	Administrative Aide	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Civilian Investigator I	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Computer Technician	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Engineering Technician	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Equipment Operator II	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Facilities Maintenance Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Forensic Specialist I	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	GIS Applications Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Inspector Trainee	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Landscape Contract Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Landscape Maintenance Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Lead Accounting Technician	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Lead Information Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Payroll Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Property & Evidence Specialist II	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Public Safety Dispatcher	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Public Safety Lead Records Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Senior Equipment Mechanic	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Senior Permit Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Senior Public Safety Assistant	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Street Maintenance Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Traffic Systems Technician	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Transit Program Dispatcher	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Video Production Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
9	Administrative Coordinator	E	8/26/17	\$54,766.40	\$86,112.00	6/30/18	\$55,868.80	\$87,838.40
9	Assistant Planner	N	8/26/17	\$54,766.40	\$86,112.00	6/30/18	\$55,868.80	\$87,838.40
9	Assistant Transportation Analyst	N	8/26/17	\$54,766.40	\$86,112.00	6/30/18	\$55,868.80	\$87,838.40
9	Buyer	E	8/26/17	\$54,766.40	\$86,112.00	6/30/18	\$55,868.80	\$87,838.40
9	Executive Secretary	E	8/26/17	\$54,766.40	\$86,112.00	6/30/18	\$55,868.80	\$87,838.40
9-ICEA	Civilian Investigator II	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Deputy City Clerk II	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Food Services Specialist	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Human Resources Specialist	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Lead Equipment Mechanic	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Lead Facilities Maintenance Technician	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Lead Landscape Maintenance Technician	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Lead Permit Specialist	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Lead Street Maintenance Technician	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Program Specialist	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Senior Animal Services Officer	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Senior Vehicle Installation Technician	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
10	Accountant	E	8/26/17	\$58,635.20	\$92,248.00	6/30/18	\$59,800.00	\$94,099.20
10	Assistant Engineer	N	8/26/17	\$58,635.20	\$92,248.00	6/30/18	\$59,800.00	\$94,099.20
10	Executive Coordinator	E	8/26/17	\$58,635.20	\$92,248.00	6/30/18	\$59,800.00	\$94,099.20

10	FOR Families Specialist	E	8/26/17	\$58,635.20	\$92,248.00	6/30/18	\$59,800.00	\$94,099.20
10	GIS Analyst	E	8/26/17	\$58,635.20	\$92,248.00	6/30/18	\$59,800.00	\$94,099.20
10-ICEA	Animal Care Center Coordinator	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Aquatics Coordinator	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Armorer	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Building Inspector	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Community Services Program Coordinator	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Construction Inspector	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Disability Services Coordinator	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Exhibition Coordinator	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Facilities Reservation Coordinator	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Forensic Specialist II	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	HRIS Specialist	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Master Facilities Maintenance Specialist	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Master Landscape Maintenance Specialist	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Multimedia Specialist - IPD	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Plans Examiner	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Senior Code Enforcement Inspector	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Senior Registered Veterinary Technician	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Supervising Public Safety Dispatcher	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Traffic Systems Specialist	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
11	Associate Planner	N	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Crime Analyst	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Grants Coordinator	N	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Human Resources Analyst I	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Management Analyst I	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Media Services Coordinator	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Payroll Process Analyst	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Public Safety Records Supervisor	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Senior Buyer/Contracts Coordinator	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Supervising Information Specialist	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Public Safety Traffic Programs Supervisor	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Treasury Specialist	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11-ICEA	Lead Traffic Systems Specialist	N	8/26/17	\$62,233.60	\$97,864.00	6/30/18	\$63,481.60	\$99,819.20
11-ICEA	Traffic Systems Analyst	N	8/26/17	\$62,233.60	\$97,864.00	6/30/18	\$63,481.60	\$99,819.20
12	Animal Care Center Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Animal Care Volunteer Program Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Animal Services Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Aquatics Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Associate Transportation Analyst	N	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Community Services Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Facilities Maintenance Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Fleet Services Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	ICCP Administrator	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Landscape Maintenance Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Regulatory Affairs & Business Desk Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Senior Accountant	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Senior GIS Analyst	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Social Services Supervisor/Counselor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20

12	Street Maintenance Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Supervising Traffic Systems Specialist	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Veterinary Practice Manager	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12-ICEA	Principal Code Enforcement Inspector	N	8/26/17	\$66,102.40	\$104,000.00	6/30/18	\$67,433.60	\$106,080.00
12-ICEA	Senior Building Inspector	N	8/26/17	\$66,102.40	\$104,000.00	6/30/18	\$67,433.60	\$106,080.00
12-ICEA	Senior Construction Inspector	N	8/26/17	\$66,102.40	\$104,000.00	6/30/18	\$67,433.60	\$106,080.00
13	Associate Engineer	E	8/26/17	\$70,345.60	\$110,614.40	6/30/18	\$71,760.00	\$112,819.20
13	Associate Plan Check Engineer	E	8/26/17	\$70,345.60	\$110,614.40	6/30/18	\$71,760.00	\$112,819.20
13	Human Resources Analyst II	E	8/26/17	\$70,345.60	\$110,614.40	6/30/18	\$71,760.00	\$112,819.20
13	Management Analyst II	E	8/26/17	\$70,345.60	\$110,614.40	6/30/18	\$71,760.00	\$112,819.20
13	Senior Crime Analyst	E	8/26/17	\$70,345.60	\$110,614.40	6/30/18	\$71,760.00	\$112,819.20
13	Senior Media Services Coordinator	E	8/26/17	\$70,345.60	\$110,614.40	6/30/18	\$71,760.00	\$112,819.20
13	Senior Planner	E	8/26/17	\$70,345.60	\$110,614.40	6/30/18	\$71,760.00	\$112,819.20
13-ICEA			8/26/17	\$70,012.80	\$110,094.40	6/30/18	\$71,406.40	\$112,299.20
14	Applications/Programmer Analyst	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Assistant City Clerk	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Building Inspection Supervisor	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Code Enforcement Supervisor	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Communications Bureau Supervisor	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Construction Inspection Supervisor	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Engineering Geologist	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Municipal Records Administrator	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Payroll Supervisor	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Permit Services Supervisor	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Public Safety Technology Analyst	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Senior Project Manager	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Senior Transportation Analyst	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Supervisor of Accounting Services	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14-ICEA	Forensic Supervisor	N	8/26/17	\$73,881.60	\$116,168.00	6/30/18	\$75,358.40	\$118,497.60
15	Right-of-Way Administrator	E	8/26/17	\$78,124.80	\$122,844.80	6/30/18	\$79,684.80	\$125,299.20
15	Senior Human Resources Analyst	E	8/26/17	\$78,124.80	\$122,844.80	6/30/18	\$79,684.80	\$125,299.20
15	Senior Management Analyst	E	8/26/17	\$78,124.80	\$122,844.80	6/30/18	\$79,684.80	\$125,299.20
15	Supervising Transportation Analyst	E	8/26/17	\$78,124.80	\$122,844.80	6/30/18	\$79,684.80	\$125,299.20
15	Water Quality Administrator	E	8/26/17	\$78,124.80	\$122,844.80	6/30/18	\$79,684.80	\$125,299.20
15-ICEA			8/26/17	\$77,708.80	\$122,241.60	6/30/18	\$79,268.80	\$124,696.00
16	Animal Care Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Business Services Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Community Services Superintendent	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Emergency Management Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Facilities Construction Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Finance Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	GIS Supervisor	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Open Space Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Press Information Officer, IPD	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Public Information Officer	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Purchasing/Contracts Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Senior Civil Engineer	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Senior Plan Check Engineer	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Senior Transportation Engineer	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Special Programs Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00

16	Transit and Transportation Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16-ICEA			8/26/17	\$81,598.40	\$128,356.80	6/30/18	\$83,220.80	\$130,915.20
17	Assessment District Engineer	E	8/26/17	\$85,904.00	\$135,054.40	6/30/18	\$87,630.40	\$137,758.40
17	Business Administrator	E	8/26/17	\$85,904.00	\$135,054.40	6/30/18	\$87,630.40	\$137,758.40
17	Facilities Maintenance Superintendent	E	8/26/17	\$85,904.00	\$135,054.40	6/30/18	\$87,630.40	\$137,758.40
17	Fleet Services Superintendent	E	8/26/17	\$85,904.00	\$135,054.40	6/30/18	\$87,630.40	\$137,758.40
17	Landscape Maintenance Superintendent	E	8/26/17	\$85,904.00	\$135,054.40	6/30/18	\$87,630.40	\$137,758.40
17	Principal Planner	E	8/26/17	\$85,904.00	\$135,054.40	6/30/18	\$87,630.40	\$137,758.40
17	Street Maintenance Superintendent	E	8/26/17	\$85,904.00	\$135,054.40	6/30/18	\$87,630.40	\$137,758.40
17-ICEA			8/26/17	\$85,488.00	\$134,451.20	6/30/18	\$87,193.60	\$137,134.40
18	Animal Care Center Veterinarian	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Assistant City Engineer	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Budget Officer	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Capital Improvement Program Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Community Services Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Environmental Programs Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Finance Officer	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Great Park Project Administrator	E	9/12/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Human Resources Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Neighborhood Services Administrator	E	9/12/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Principal Plan Check Engineer	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Project Development Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Public Works Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Risk Management Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Strategic Business Plan Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18-ICEA			8/26/17	\$89,356.80	\$140,524.80	6/30/18	\$91,145.60	\$143,332.80
19	Community Development Project Administrator	E	8/26/17	\$93,662.40	\$147,305.60	6/30/18	\$95,534.40	\$150,259.20
19	Deputy Building Official	E	8/26/17	\$93,662.40	\$147,305.60	6/30/18	\$95,534.40	\$150,259.20
19-ICEA			8/26/17	\$93,204.80	\$146,619.20	6/30/18	\$95,076.80	\$149,552.00
20	Chief Veterinarian	E	8/26/17	\$97,572.80	\$153,441.60	6/30/18	\$99,528.00	\$156,520.00
20	City Engineer	E	8/26/17	\$97,572.80	\$153,441.60	6/30/18	\$99,528.00	\$156,520.00
20	Information Technology Administrator	E	8/26/17	\$97,572.80	\$153,441.60	6/30/18	\$99,528.00	\$156,520.00
20-ICEA			8/26/17	\$97,094.40	\$152,692.80	6/30/18	\$99,028.80	\$155,750.40

SWORN POLICE RANGES

Class Title	Effective Date	Minimum Annual Rate	Maximum Annual Rate	Effective Date	Minimum Annual Rate	Maximum Annual Rate
Police Commander	8/26/17	\$132,204.80	\$186,222.40	6/30/18	\$134,846.40	\$189,945.60
Police Lieutenant	8/26/17	\$122,220.80	\$171,808.00	6/30/18	\$124,675.20	\$175,240.00
Police Sergeant	8/26/17	\$97,697.60	\$136,406.40	6/30/18	\$99,652.80	\$139,131.20
Police Officer	8/26/17	\$77,979.20	\$107,889.60	6/30/18	\$79,539.20	\$110,052.80

**RANGES FOR MANAGEMENT AND
EXECUTIVE MANAGEMENT EMPLOYEES**

Class Title	Effective Date	Minimum Annual Rate	Maximum Annual Rate	Effective Date	Minimum Annual Rate	Maximum Annual Rate
City Manager	8/26/17	\$295,339.20	\$307,278.40	6/30/18	\$301,246.40	\$313,414.40
Director of Public Safety/Chief of Police	8/26/17	\$171,704.00	\$250,369.60	6/30/18	\$175,136.00	\$255,382.40
Assistant City Manager	8/26/17	\$167,502.40	\$244,233.60	6/30/18	\$170,851.20	\$249,121.60
City Clerk				1/22/19	\$140,254.40	\$218,504.00
Director of Community Development	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Director of Community Services	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Director of Financial Management & Strategic Planning				1/22/19	\$140,254.40	\$218,504.00
Director of Human Resources & Innovation				1/22/19	\$140,254.40	\$218,504.00
Director of Public Affairs & Communications	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Director of Public Works	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Director of Transportation	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Deputy Director, Public Safety/Chief of Police	8/26/17	\$131,268.80	\$200,907.20	6/30/18	\$133,889.60	\$204,921.60
Chief Information Officer	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
Deputy City Manager	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
Deputy Director of Community Development	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
Deputy Director of Community Services	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
Deputy Director of Orange County Great Park				1/22/19	\$117,811.20	\$183,580.80
Deputy Director of Public Works	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
Council Services Manager	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Advance Planning	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Animal Care	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Building & Safety/Chief Building Official	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Business Services	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Community Services	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Economic Development				8/28/18	\$107,536.00	\$167,564.80
Manager of Engineering/City Engineer	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Facilities Maintenance & Rehabilitation	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Fiscal Services	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Housing	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Human Resources	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Land & Assets	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Neighborhood Services	9/12/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Public Communications	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Public Services	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager of Transit & Transportation	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Special Assistant to the Chief of Police	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80

ELECTED OFFICIALS

Class Title	Effective Date	Minimum Monthly Rate	Maximum Monthly Rate
City Council	1/1/2009*	\$880.00	\$880.00

*City Ordinance No. 08-04

PART-TIME SALARY RANGES

Class Title	Effective Date	Minimum Hourly Rate	Maximum Hourly Rate	Effective Date	Minimum Hourly Rate	Maximum Hourly Rate
Animal Care Attendant	8/26/17	\$14.96	\$19.65	6/30/18	\$15.26	\$20.04
Animal Care Specialist	8/26/17	\$18.55	\$24.34	6/30/18	\$18.92	\$24.83
Assistant Food Service Manager	8/26/17	\$23.77	\$31.20	6/30/18	\$24.25	\$31.82
Catering Coordinator	8/26/17	\$20.72	\$27.21	6/30/18	\$21.13	\$27.75
Community Services Leader I	8/26/17	\$12.53	\$15.06	6/30/18	\$12.78	\$15.36
Community Services Leader II	8/26/17	\$14.34	\$16.95	6/30/18	\$14.63	\$17.29
Community Services Leader III	8/26/17	\$14.96	\$19.65	6/30/18	\$15.26	\$20.04
Community Services Senior Leader	8/26/17	\$18.55	\$24.34	6/30/18	\$18.92	\$24.83
Council Executive Assistant I	8/26/17	\$11.93	\$12.53	6/30/18	\$12.17	\$12.78
Council Executive Assistant II	8/26/17	\$14.61	\$15.34	6/30/18	\$14.90	\$15.65
Council Executive Assistant III	8/26/17	\$18.97	\$19.91	6/30/18	\$19.35	\$20.31
Council Executive Assistant IV	8/26/17	\$23.34	\$24.50	6/30/18	\$23.81	\$24.99
Department Aide	8/26/17	\$11.93	\$12.53	6/30/18	\$12.17	\$12.78
Equipment Services Worker	8/26/17	\$18.85	\$24.74	6/30/18	\$19.23	\$25.23
GIS Technician	8/26/17	\$14.96	\$19.65	6/30/18	\$15.26	\$20.04
Graphics Designer	8/26/17	\$24.66	\$32.35	6/30/18	\$25.15	\$33.00
Information Systems Specialist	8/26/17	\$17.99	\$23.61	6/30/18	\$18.35	\$24.08
Intern I	8/26/17	\$11.93	\$14.56	6/30/18	\$12.17	\$14.85
Intern II	8/26/17	\$14.79	\$19.39	6/30/18	\$15.09	\$19.78
Kitchen Assistant I	8/26/17	\$11.93	\$15.62	6/30/18	\$12.17	\$15.93
Kitchen Assistant II	8/26/17	\$14.34	\$16.95	6/30/18	\$14.63	\$17.29
Lead Cook	8/26/17	\$16.19	\$21.27	6/30/18	\$16.51	\$21.70
Lifeguard	8/26/17	\$12.53	\$15.06	6/30/18	\$12.78	\$15.36
Office Assistant I	8/26/17	\$12.25	\$16.09	6/30/18	\$12.50	\$16.41
Office Assistant II	8/26/17	\$13.24	\$17.40	6/30/18	\$13.50	\$17.75
Office Assistant III	8/26/17	\$15.20	\$19.94	6/30/18	\$15.50	\$20.34
Outreach Assistant I	8/26/17	\$18.55	\$24.67	6/30/18	\$18.92	\$25.16
Outreach Assistant II	8/26/17	\$26.20	\$34.84	6/30/18	\$26.72	\$35.54
Pool Manager	8/26/17	\$18.55	\$24.34	6/30/18	\$18.92	\$24.83
Public Information Assistant	8/26/17	\$17.99	\$23.61	6/30/18	\$18.35	\$24.08
Public Safety Aide	8/26/17	\$11.93	\$15.62	6/30/18	\$12.17	\$15.93
Reservation Specialist I	8/26/17	\$13.24	\$17.40	6/30/18	\$13.50	\$17.75
Reservation Specialist II	8/26/17	\$15.95	\$20.94	6/30/18	\$16.27	\$21.36
Reservation Specialist III	8/26/17	\$17.23	\$22.62	6/30/18	\$17.57	\$23.07
RVT Specialist	8/26/17	\$19.47	\$25.55	6/30/18	\$19.86	\$26.06
Senior Council Executive Assistant	8/26/17	\$27.54	\$28.92	6/30/18	\$28.09	\$29.50
Senior Graphics Designer	8/26/17	\$27.92	\$36.64	6/30/18	\$28.48	\$37.37
Swim Instructor/Lifeguard	8/26/17	\$14.34	\$16.95	6/30/18	\$14.63	\$17.29
Veterinary Assistant	8/26/17	\$14.96	\$19.65	6/30/18	\$15.26	\$20.04
Zoning Administrator	7/1/08*	Flat: \$600 per month				
		<u>Daily Stipend Rates</u>				
	<u>Effective Date</u>	<u>Tier I</u>	<u>Tier II</u>	<u>Effective Date</u>	<u>Tier I</u>	<u>Tier II</u>
Crossing Guard	8/26/17	\$75.19	\$77.68	6/30/18	\$76.69	\$79.23
Crossing Guard Alternate	8/26/17	\$75.19	N/A	6/30/18	\$76.69	N/A

*City Resolution No. 05-97

Revised: 8/13/13, 6/24/14, 8/26/14, 6/23/15, 8/11/15, 12/8/15, 6/14/16, 6/13/17, 9/12/17, 9/26/17, 6/12/18, 8/28/18, 1/22/19

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 22nd day of January 2019.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 22nd day of January 2019.

AYES: COUNCILMEMBERS:

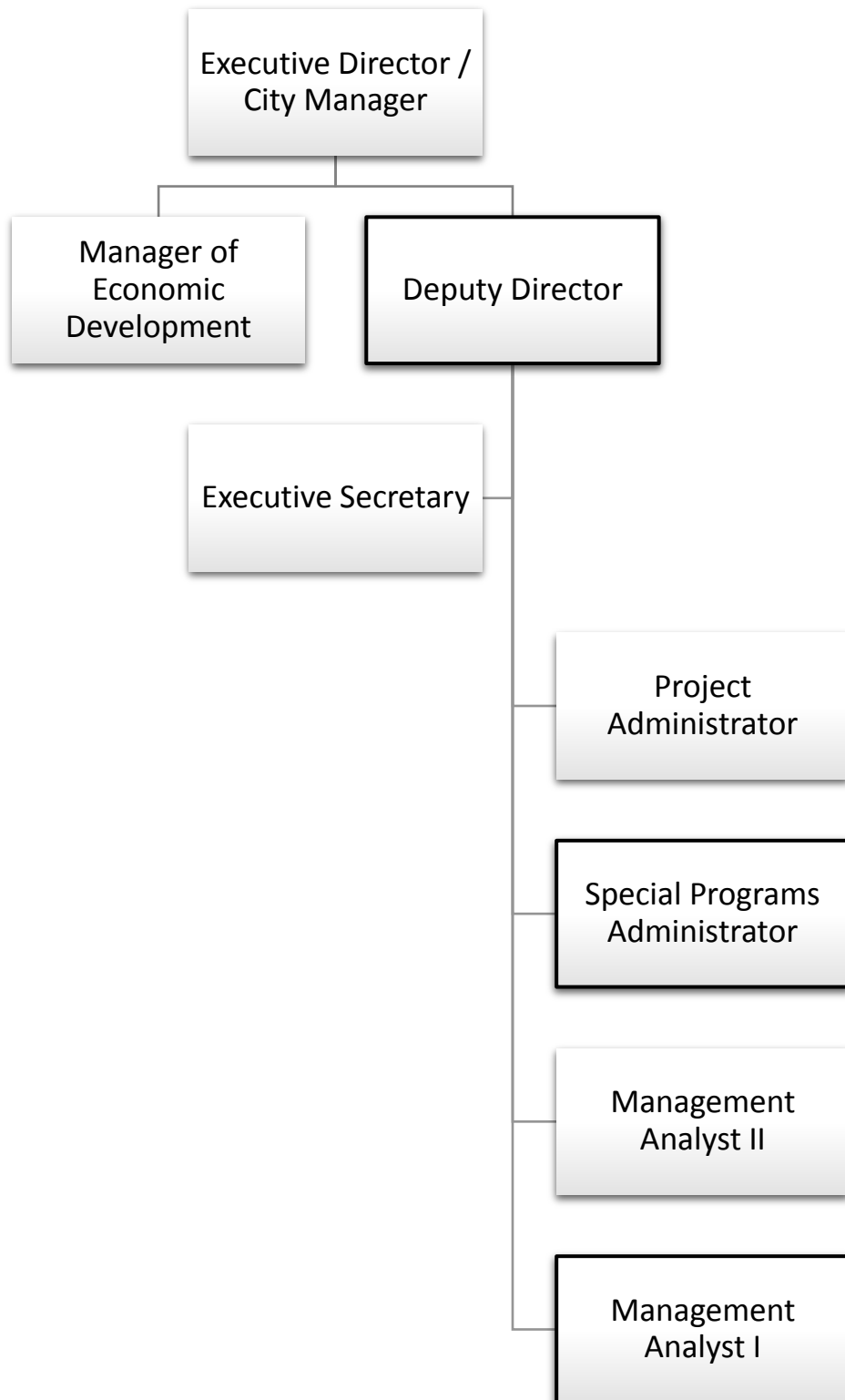
NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

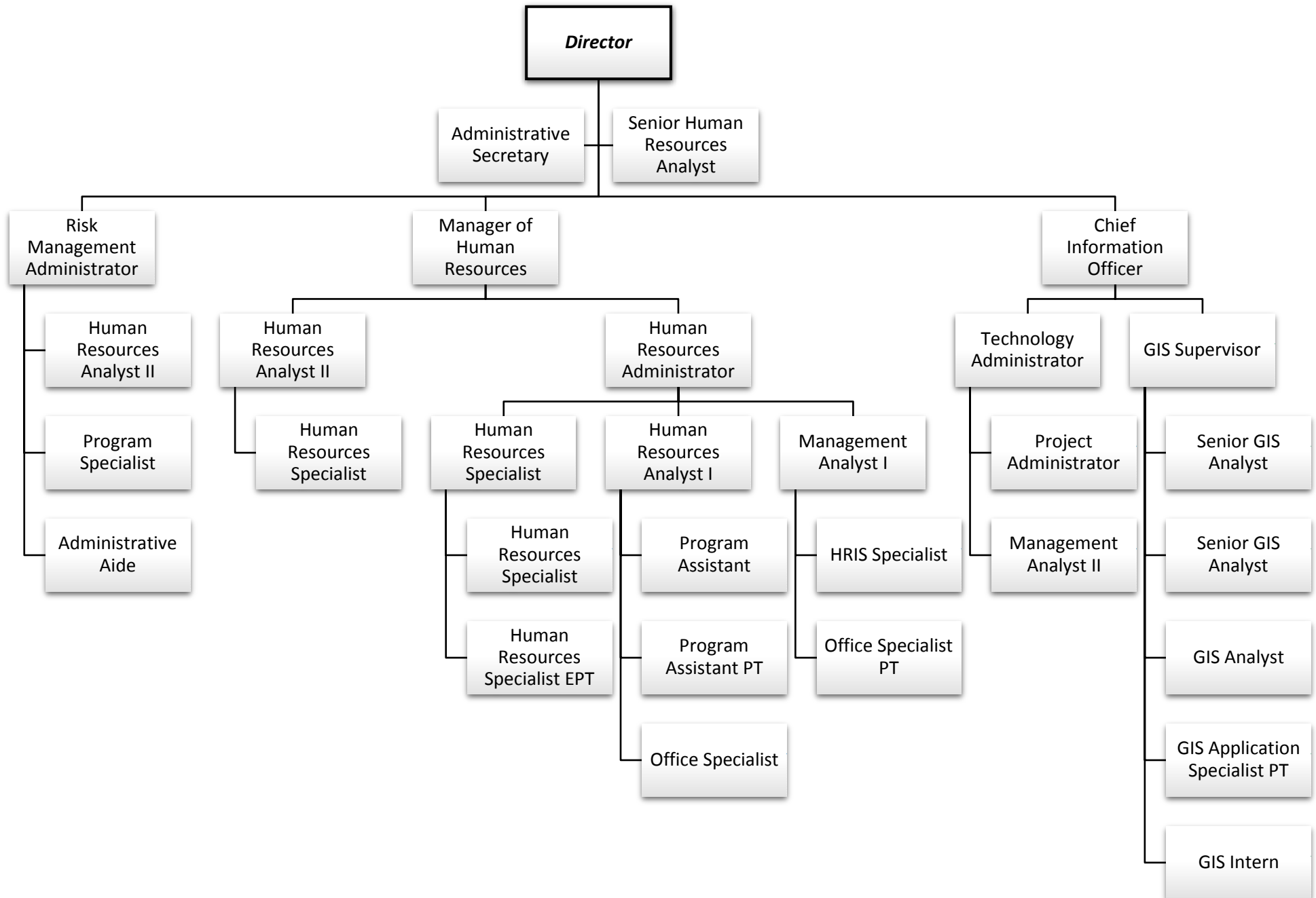
ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

Orange County Great Park

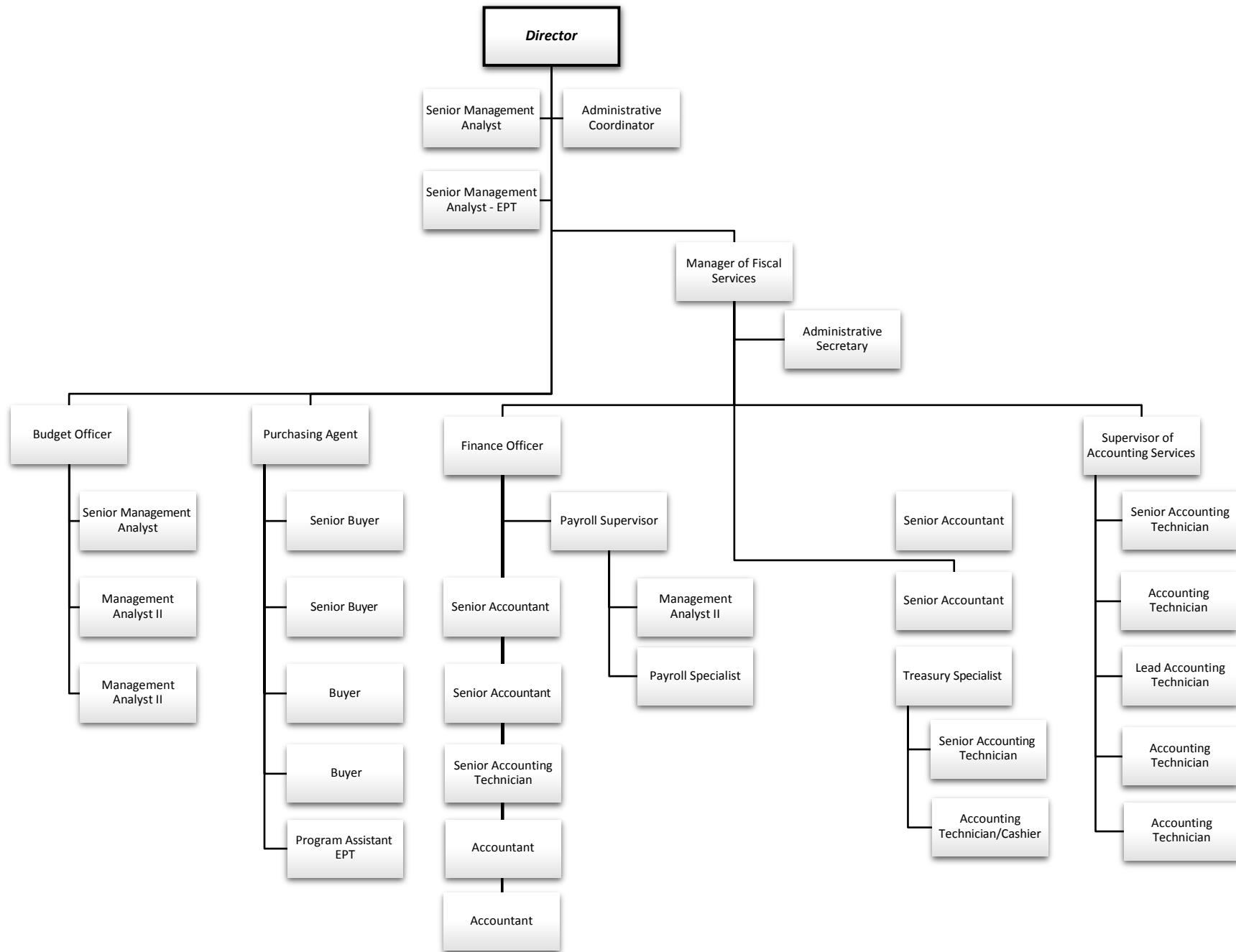


*Modified positions reflected in italicized/bold outline



*Modified positions reflected in italicized/bold outline

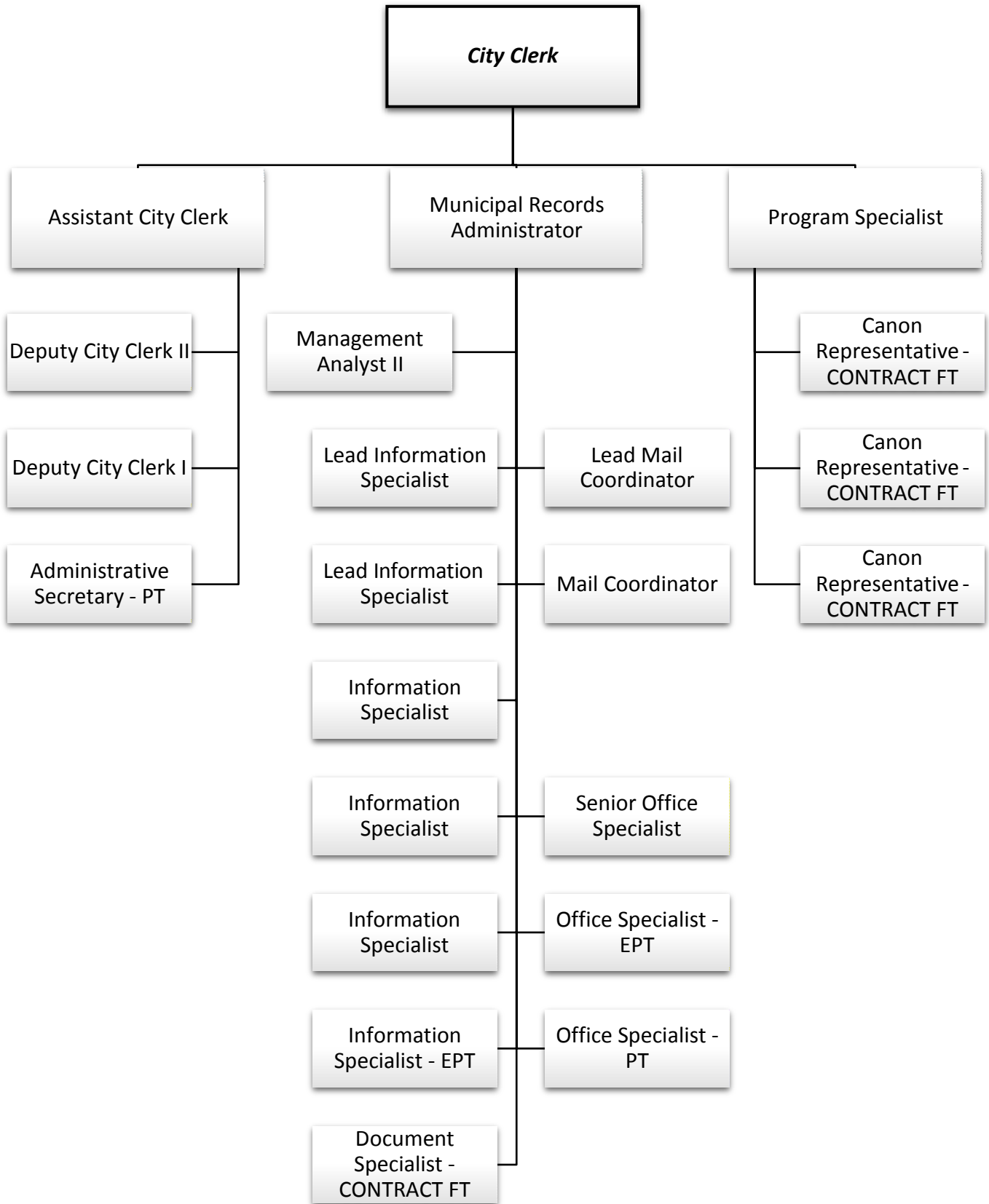
DEPARTMENT OF FINANCIAL MANAGEMENT & STRATEGIC PLANNING



*Modified positions reflected in italicized/bold outline

ATTACHMENT 6

CITY CLERK'S OFFICE



*Modified positions reflected in italicized/bold outline

ORANGE COUNTY GREAT PARK CORPORATION
RESOLUTION NO. 19-XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ORANGE COUNTY GREAT PARK CORPORATION
AMENDING RESOLUTION NO. 16-02 PERTAINING TO THE
APPOINTMENT OF THE CHIEF EXECUTIVE OFFICER

The Board of Directors of the ORANGE COUNTY GREAT PARK CORPORATION, a California nonprofit public benefit corporation (the "Corporation"), acting pursuant to the authority of Section 5211(b) of the California Nonprofit Corporation Law, does hereby resolve as follows:

SECTION ONE: ELECTION OF OFFICERS. The following person is hereby elected to the office of the Corporation identified opposite their name below, to have powers, duties and responsibilities in such offices as are specified by the Bylaws adopted by Orange County Great Park Corporation Resolution No. GPC 03-02, and amended in Resolution Nos. GPC 07-01, GPC 05-06, GPC 07-06, and GPC 08-03, by applicable law, and/or as directed by the Board, and to serve at the pleasure of the Board:

Name	Office
John Russo	Chief Executive Officer

Orange County Great Park Corporation Resolution No. 16-02 is hereby amended to reflect the election of the above officer in lieu of the officer designation in such Resolution.

PASSED AND ADOPTED by the Orange County Great Park Corporation Board of Directors at a regular meeting held on the 22nd of January 2019.

CHAIRMAN

ATTEST:

SECRETARY/CLERK OF THE BOARD

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
ORANGE COUNTY GREAT PARK CORPORATION)

I, MOLLY MCLAUGHLIN, Secretary/Clerk of the Board of the Orange County Great Park Corporation, DO HEREBY CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the Corporation, held on the 22nd day of January 2019.

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

ABSTAIN: DIRECTORS:

SECRETARY/CLERK OF THE BOARD

2.3



REQUEST FOR BOARD ACTION

MEETING DATE: JANUARY 22, 2019

TITLE: EXCLUSIVE NEGOTIATING AGREEMENT WITH PRETEND CITY
FOR A CHILDREN'S MUSEUM AT THE ORANGE COUNTY
GREAT PARK

A handwritten signature in black ink, appearing to read "Jst Carl", written over a horizontal line.

Interim Director, Orange County Great Park

A handwritten signature in blue ink, appearing to read "Jst Carl", written over a horizontal line.

City Manager

RECOMMENDED ACTION

Recommend the City Council approve, and the City Manager execute, the attached Exclusive Negotiating Agreement with Pretend City, Children's Museum of Orange County.

EXECUTIVE SUMMARY

The Pretend City Children's Museum (Pretend City) has been operating an early childhood education and wellness interactive museum in leased space at the Irvine Spectrum since 2009. Pretend City has outgrown the existing facilities, causing space constraints and limiting the number of exhibits, experiences, and visitors that can be accommodated. In order to serve more visitors and expand its exhibits and interactive displays, including outdoor exhibits, and increase its content and infrastructure to provide state-of-the-art early childhood experiences and resources, Pretend City desires to develop a new Children's Museum at a larger site. Pretend City wishes to explore the possibility of developing and operating a new facility within the western portion of the Orange County Great Park (Great Park). The Children & Families Commission of Orange County has committed \$5 million to Pretend City as catalyst funding for the purpose of moving the museum to a permanent location. Funding is contingent on Pretend City having a ground lease.

A location has been identified in the Western Sector of the Great Park as suitable property for the potential development of a new Children's Museum (See Attachment 1 for site location map). The recommended first step in the process is an Exclusive Negotiating Agreement (ENA) between the City and Pretend City (Attachment 2). The purpose of this ENA is to establish a period during which the required steps of developer site investigations, environmental review and other due diligence activities can occur to determine the feasibility of the proposed development. The City and

Pretend City will exclusively negotiate with each other in an attempt to agree on terms on which the City would lease city-owned land to Pretend City for the development and operation of the proposed Children's Museum at the Great Park. The ENA also defines the key duties and deliverables as well as the timing and responsibilities for each party. The negotiating period would be for 90 days commencing upon execution of the agreement. The City Manager would have the discretion to extend the negotiating period up to an additional 60 days, for a total ENA time period of 150 days. The terms of the ENA were developed in consultation with, and has been signed by, Pretend City.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

Pretend City owns and operates the Pretend City Children's Museum on leased premises at 29 Hubble, in the City of Irvine. Established in Irvine in 2009, the museum offers a range of exhibits, classes, programs, and special events, in addition to developmental screening and parent education around early childhood education and wellness. The vision of Pretend City is to ensure that each child is ready for school success by providing the ideal learning experiences needed by children to develop their essential foundational learning skills. Attendance is estimated at 200,000 visitors annually. Pretend City is renting a 28,000 square foot commercial facility space from the Irvine Company in an industrial area near the Irvine Spectrum. The facility includes 14,000 square feet of exhibit area, with no outdoor exhibit or program space. Pretend City is proposing to relocate to the Great Park and expand to approximately 60,000 square feet of indoor and outdoor space, with 30,000 square feet of exhibit area to meet the annual demand of a projected 350,000 annual visitors. The current attendance at Pretend City is constrained by the size of the facility, and more space would allow the museum to offer a greater array of exhibits and activities to attract and serve more visitors. In consultation with City staff and Pretend City representatives, an approximately six-acre site in the western portion of the Great Park has been identified to explore the possibility of developing and operating a new Pretend City Children's Museum.

The recommended first step in the process is an Exclusive Negotiating Agreement between the City and Pretend City. An ENA is a common agreement for a City to enter into with a potential partner at the outset of a significant project like the proposed Children's Museum. The ENA provides negotiating certainty and exclusivity for both parties, and grants the developer the right to enter the site for inspections and to perform the necessary due diligence items needed to confirm the property is viable and financially feasible for the proposed project. The ENA also provides a roadmap and timeline for the due diligence, design work, environmental review, and lease negotiations to occur. It defines the key duties and deliverables for the process, as well

as the accountability of each party. The key activities mutually agreed upon by each party are defined as follows:

Pretend City:

- Performs site inspections and due diligence
- Submits proposed development concept and site plans
- Submits construction schedule and development costs
- Negotiates and agrees upon the terms and conditions of a draft ground lease
- Submits a financial proforma and preliminary financial commitments

City of Irvine:

- Identifies California Environmental Quality Act (CEQA) and entitlement requirements
- Provides property documents to Pretend City

Pretend City estimates the cost of a new children's museum at \$30 million, and a 24-month construction timeline for the building and exhibits. A capital campaign is planned to finance the construction of a new museum. The Children and Families Commission of Orange County has committed to providing \$5 million in funding toward the construction of a new museum at a permanent location. This funding is contingent on Pretend City identifying a location and finalizing a ground lease.

If approved by the Board and City Council, the ENA period would be for 90 days commencing upon execution of the agreement. The City Manager would have the discretion to extend the negotiating period for an additional 60 days, resulting in a total ENA time period of 150 days. If all ENA period obligations are met and each party agrees on terms on which the City would lease a proposed site to Pretend City, staff would return to the Orange County Great Park Board for further commitment consideration.

ALTERNATIVES CONSIDERED

The Board could choose not to recommend that the City Council approve the ENA or direct staff to negotiate modifications to any of the terms of the ENA. The ENA provides a basis for due diligence, lease negotiations, and preliminary site development but the Great Park Board could direct staff to pursue an alternative instrument to establish a

relationship with Pretend City if it determined the ENA creates unnecessary or unreasonable commitments for the City or developer.

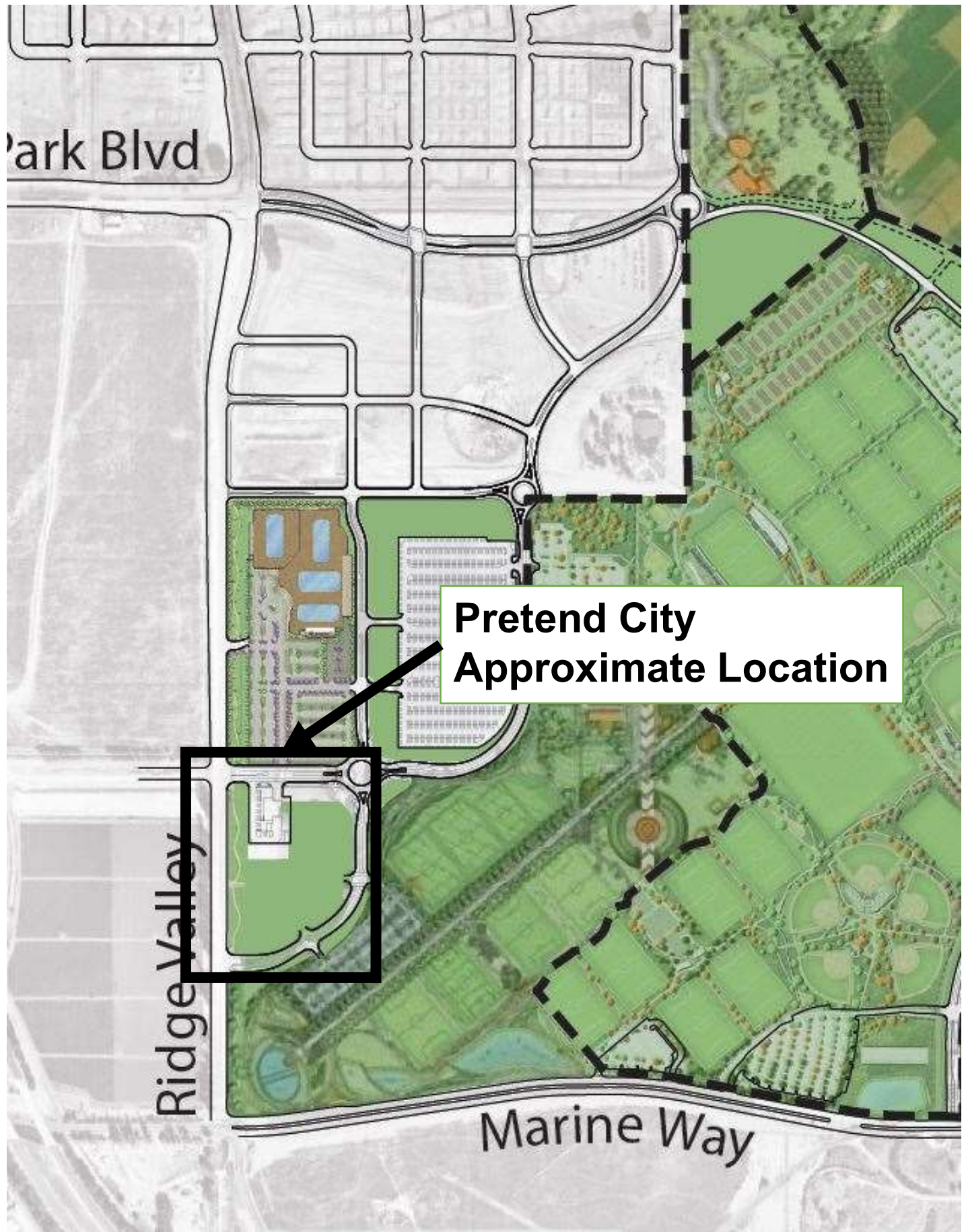
FINANCIAL IMPACT

The ENA defines the parties' respective obligations during the negotiating period. Each party is responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under this agreement. The City costs for performing its obligations will be absorbed by the existing Great Park Operating Budget.

REPORT PREPARED BY Steve Torelli, Management Analyst II

ATTACHMENTS

1. Map of potential site location of the Pretend City Children's Museum
2. Proposed Exclusive Negotiating Agreement Between the City of Irvine and Pretend City, Children's Museum of Orange County



**Pretend City
Approximate Location**

EXCLUSIVE NEGOTIATING AGREEMENT

PRETEND CITY

THIS EXCLUSIVE NEGOTIATING AGREEMENT (the "Agreement") is entered into as of _____, 2019 (the "**Effective Date**"), by and between the **CITY OF IRVINE**, a chartered city and municipal corporation ("**City**"), and **PRETEND CITY, CHILDREN'S MUSEUM OF ORANGE COUNTY**, a California nonprofit public benefit corporation ("**Pretend City**"). City and Pretend City may be individually referred to herein as a "**Party**" and collectively referred to herein as the "**Parties**".

RECITALS

The following recitals are a substantive part of this Agreement.

A. Pretend City owns and operates the Pretend City Children's Museum, an early childhood education and wellness interactive museum located on leased premises at 29 Hubble, in the City of Irvine, County of Orange, State of California (the "**Existing Facility**").

B. Since its opening in August 2009, the Existing Facility has served over one million visitors. In recent years, Pretend City has outgrown the Existing Facility, causing space constraints and limiting the number of exhibits, experiences and visitors that can be accommodated. In order to serve more visitors and expand its exhibits and interactive displays, including outdoor exhibits, and increase its content and infrastructure to provide state-of-the-art early childhood experiences and resources, Pretend City desires to relocate and develop a new Pretend City Children's Museum (a "**New Facility**") at a larger site.

C. City is the owner of fee title in certain real property that has been designated for development of a metropolitan park known as the "Orange County Great Park," located in the City of Irvine, County of Orange, State of California (the "**Great Park**").

D. Pretend City wishes to explore the possibility of developing and operating a New Facility (a "**Proposed Development**") within the western portion of the Great Park (the "**Western Portion**"). The approximate location within the Western Portion of the Great Park is depicted on the Map attached hereto as Exhibit "A" and incorporated herein by this reference.

E. The purpose of this Agreement is to establish a period during which Pretend City may perform studies and investigations and other due diligence activities within an approximately six (6) acre site in the Western Portion (the "**Proposed Site**") to determine the feasibility of the development of a Proposed Development, and City and Pretend City shall exclusively negotiate with each other in an attempt to agree on terms on which City would lease the Proposed Site to Pretend City for Pretend City's development and operation of a Proposed Development (a "**Ground Lease**").

NOW THEREFORE, the Parties mutually agree as follows:

1. **Agreement to Negotiate in Good Faith.** City and Pretend City agree that for the term of the "Negotiating Period" (as defined in Section 2 hereof) each Party shall diligently and in good faith attempt to negotiate the terms of a Ground Lease for Pretend City's development of a Proposed Development on the Proposed Site for consideration by the Irvine City Council (the "**City Council**"). During the Negotiating Period, City agrees to negotiate exclusively with Pretend City, and not to negotiate with any other person or entity, with regard to the lease or development of the Proposed Site; provided that during such time City may receive competing and/or alternative proposals from third parties.

2. **Negotiating Period.** The negotiating period (the "**Negotiating Period**") shall be for a period of ninety (90) days, commencing on the Effective Date. The City Manager of City, or his or her designee, shall have the right, in his or her reasonable discretion, to extend the Negotiating Period for up to an additional sixty (60) days, resulting in a total Negotiating Period of up to one hundred fifty (150) days. Upon the expiration of the Negotiating Period, this Agreement shall automatically terminate, without further written notice. Upon such automatic termination, the Parties acknowledge and agree that neither Party shall have any further rights or remedies as to the other, except as specifically set forth herein

3. **Obligations During Negotiating Period.** The Parties' respective obligations during the Negotiating Period are set forth in Exhibit "B", which is attached hereto and incorporated herein.

4. **Due Diligence.** Pretend City and its employees, contractors, agents, representatives, architects, engineers and consultants (collectively, the "**Pretend City Entities**"), at Pretend City's sole cost and expense, shall have the right to inspect the Proposed Site, make surveys and conduct such soils, engineering, hazardous or toxic material, pollution, seismic or other tests, studies and investigation as Pretend City may require (collectively, the "**Inspections**"), pursuant to the terms of this Section 4.

(a) Pretend City shall cause the Inspections to be conducted at times reasonably acceptable to City, upon not less than seventy-two (72) hours' prior written notice to City in each instance, and in a manner that does not materially adversely affect the Proposed Site. City may have a representative present at any Inspections of the Proposed Site.

(b) In conducting its Inspections at the Proposed Site, Pretend City and Pretend City Entities shall: (i) not damage any part of the Proposed Site (other than invasive testing conducted in accordance with Sections 4(c) and (d) below) or any personal property owned or held by any third party; (ii) promptly repair any damage to the Proposed Site resulting directly or indirectly from the entry by Pretend City or Pretend City Entities or from any such Inspections; (iii) not injure or otherwise cause bodily harm to City, or its tenants, agents, guests, invitees, contractors and employees; (iv) comply with all applicable laws; (v) promptly pay when due the costs of all Inspections; and (vi) not

permit any liens to attach to the Proposed Site by reason of the exercise of Pretend City's rights hereunder.

(c) Notwithstanding anything to the contrary in this Section 4, Pretend City shall not undertake any invasive testing, including, without limitation, taking samples of any kind or type from the Proposed Site, until such time as Pretend City has submitted to City and obtained City's prior written approval of Pretend City's proposed work plan, which work plan shall include Pretend City's sampling and testing procedures. City's approval pursuant this Section 4 shall not be unreasonably withheld, conditioned, or delayed.

(d) Promptly upon completion of each Inspection, Pretend City shall cause the portion of the Proposed Site subject to such Inspection to be restored to the condition existing immediately prior to such Inspection. Pretend City shall provide City, at no additional charge, with copies of the results of each Inspection made by or for Pretend City concurrently with Pretend City's receipt of such results.

(e) Pretend City hereby indemnifies, defends, and holds harmless City and the Orange County Great Park Corporation and their respective officers, officials, members, employees, directors, agents, representatives, contractors, and volunteers (collectively, the "**City and City Personnel**"), and the Proposed Site, free and harmless from and against any and all claims, damages, liabilities, demands, actions, liens, stop notices, losses, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising from or as a result of the conducting of Inspections, except to the extent caused by an indemnified party's gross negligence, recklessness or intentional misconduct.

(f) Pretend City's obligations under this Section 4 shall survive the expiration or termination of this Agreement.

5. Pre-Existing Environmental Conditions. Pretend City acknowledges that commencing in the 1940's, the Great Park was operated for over fifty (50) years as a military base, including as a "Master Jet Station." Throughout its operational years, the mission of the Master Jet Station involved the operation and maintenance of military aircraft and ground-support equipment. A by-product of these activities was the generation of "Toxic Materials" (as defined below) at various locations. Since the late 1980's, the California Department of the Navy ("**DON**"), which oversees both the United States Navy and Marine Corps, has undertaken environmental investigations, analysis, testing, and remediation activities in the Great Park to address past releases of Toxic Materials.

Pretend City acknowledges and agrees that there are numerous environmental documents pertaining to the Great Park and the Proposed Site, including with respect to the presence of Toxic Materials. Many of such documents are a matter of record; however, certain documents are available only upon request to the appropriate regulatory agencies, including the Department of Toxic Substances Control, the California Regional Water Quality Control Board, and the DON. Pretend City acknowledges and agrees that

with respect to the Inspections Pretend City shall be bound by the terms, reservations, easements, covenants, conditions, restrictions and agreements set forth in such documents as they relate to the Proposed Site, and this Agreement and Pretend City's right to enter the Proposed Site and conduct Inspections shall be subject to and subordinate to such documents and restrictions, and any amendments thereto as may be made from time to time, and/or other remedial or related requirements as may be imposed on the Proposed Site (collectively, the "**Environmental Restrictions**"). As used in this Agreement, the term "**Toxic Materials**" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substances Account Act), (iii) defined as a "hazardous material" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) formaldehyde, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (x) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) ("**RCRA**"), or (xii) defined as "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

6. **Insurance.** Without limiting Pretend City's indemnification obligations under this Agreement, prior to Pretend City conducting any soil testing, taking any samples from the Proposed Site, or engaging in any other Inspection that will disturb the Proposed Site (any of the foregoing Inspections, a "**Soil Disturbing Inspection**"), Pretend City shall procure and maintain, at its sole cost and for the remaining duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Pretend City and/or Pretend City Entities, including without limitation Pretend City's conducting of the Soil Disturbing Inspections. In the event that Pretend City subcontracts any portion of the work, the contract between Pretend City and such subcontractor shall require the subcontractor to maintain the same types (with the same endorsements) and amounts of insurance that Pretend City is required to maintain pursuant to this Section.

A. **Comprehensive General Liability Insurance** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01

including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for liability arising out of Pretend City's performance of this Agreement, including without limitation Pretend City's conducting of the Soil Disturbing Inspections. Such insurance shall be endorsed to:

- (1) Name the City and City Personnel as additional insureds for claims arising out of Pretend City's performance of this Agreement, including without limitation Pretend City's conducting of the Soil Disturbing Inspections.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

B. Pollution Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Such insurance shall include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs. Such insurance shall be endorsed to:

- (1) Name the City and City Personnel as additional insureds for claims arising out of Pretend City's performance of this Agreement, including without limitation Pretend City's conducting of the Soil Disturbing Inspections.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of Pretend City providing any service in the performance of this Agreement. Such insurance shall be endorsed to:

- (1) Waive the insurer's right of subrogation against the City and City Personnel.

D. Evidence of Insurance: Pretend City shall provide to City a Certificate(s) of Insurance evidencing such coverage, together with copies of the required policy endorsements, no later than five (5) business days prior to commencement of any Soil Disturbing Inspections and at least fifteen (15) business days prior to the expiration of any policy. Statements on an insurance certificate will not be accepted in lieu of the actual endorsements required. Once obtained pursuant to the requirements of this Agreement, coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

E. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by City.

7. No Predetermination of City Discretion. The Parties acknowledge and agree that nothing in this Agreement in any respect does or shall be construed to affect or prejudice the exercise of City's discretion concerning the designation of the Proposed Site and/or consideration of a Proposed Development or a Ground Lease, or any submittal by Pretend City with respect to either of the foregoing. The Parties do not intend for this Agreement to be a Ground Lease, development agreement, purchase agreement or other agreement for the lease or other conveyance of land or the construction or development of improvements thereon. The Parties acknowledge and agree that they have not agreed upon the essential terms of the subject matter of a transaction, and that such essential terms will be the subject matter of further negotiations. Notwithstanding any submittals to be made by Pretend City hereunder, the Parties acknowledge and agree that any final agreement, if an agreement is reached, would be in the form of a Ground Lease, and any such Ground Lease would not be effective until it has been considered and formally approved by the City Council and Pretend City and thereafter has been executed by authorized representatives of each of the Parties. Notwithstanding anything in this Agreement to the contrary, City does not intend by this Agreement to commit to a definite course of action with respect to the Proposed Site, a Proposed Development or a Ground Lease. City retains full discretion with respect to the Proposed Site, a Proposed Development and a Ground Lease, any determination under the California Environmental Quality Act of 1970, Public Resources Code Section 21000, *et seq.* ("**CEQA**") with respect to a Proposed Development and Ground Lease, and any mitigation measures or alternatives to a Proposed Development pursuant to CEQA, including a decision not to proceed with a Proposed Development or a Ground Lease.

8. Costs and Expenses. Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under this Agreement. In addition, Pretend City hereby acknowledges and agrees that should the Parties negotiate a Ground Lease for a Proposed Development, Pretend City shall be responsible for all of the costs to develop and operate the Proposed Development, without any financial assistance provided by City.

9. Lead Negotiators. The City Manager, or his or her designee, shall be the lead negotiator for the City with respect to the subject matter of this Agreement. The Executive Director of Pretend City, or his or her designee, shall be the lead negotiator for Pretend City with respect to the subject matter of this Agreement.

10. Change in Pretend City. The qualifications of Pretend City are of particular interest to City. Consequently, with the exception of an "Affiliate" (as defined below), no person or entity, whether a voluntary or involuntary successor of Pretend City, shall acquire any rights or powers under this Agreement, nor shall Pretend City assign all or

any part of this Agreement, without the prior written approval of City. Any such approval by City may be granted, withheld or denied at City's sole and absolute discretion. Any other purported transfer, voluntarily or by operation of law, shall be absolutely null and void and shall confer no rights whatsoever upon any purported assignee or transferee. As used in this Agreement, the term "**Affiliate**" means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with Pretend City. The term "control" as used in the immediately preceding sentence, means, with respect to a person or entity that is a corporation, the right to the exercise, directly or indirectly, of more than fifty percent (50%) of the voting rights attributable to the shares of the controlled corporation, and, with respect to a person or entity that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person or entity.

11. City Cooperation. City agrees to cooperate with Pretend City in supplying financial contributors and potential sources of financing with appropriate information related to the Proposed Site, if available and not otherwise privileged, for Pretend City to obtain financing or commitments for financing the development of a Proposed Development. City shall also cooperate with Pretend City's professional consultants and associates in providing them with any information and assistance reasonably within the capacity of City to provide in connection with the preparation of Pretend City's submissions to City pursuant to this Agreement or as required by state or local laws and regulations. This requirement does not obligate City to incur any monetary costs therefor.

12. Address for Notices. Any notices pursuant to this Agreement shall be in writing and sent (i) by Federal Express (or other established and reputable express delivery service which maintains delivery records), (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the following addresses:

To City:	City of Irvine 1 Civic Center Plaza Irvine, CA 92606 Attn.: City Manager
With a copy to:	City of Irvine 1 Civic Center Plaza Irvine, CA 92606 Attn.: Orange County Great Park Director
And to:	City of Irvine 1 Civic Center Plaza Irvine, CA 92606 Attn.: City Attorney
To Pretend City:	Pretend City Children's Museum 29 Hubble Irvine, CA 92618 Attn: Executive Director

Any Party may designate a different address for itself by notice similarly given. Any notice, demand or document so given, delivered or made by United States mail, shall be deemed to have been given seventy-two (72) hours after the same is deposited in the United States mail as registered or certified mail, addressed as above provided, with postage thereon fully prepaid. Any notice, demand or document delivered by overnight delivery service shall be deemed complete upon actual delivery or attempted delivery, provided such attempted delivery is made on a business day. Any such notice, demand or document not given by registered or certified mail or by overnight delivery service as aforesaid shall be deemed to be given, delivered or made upon receipt of the same by the Party to whom the same is to be given or delivered.

13. Default. Failure by either Party to negotiate in good faith or to perform any other of its obligations as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the action required to cure the default. If the default remains uncured fifteen (15) days after the date of such notice, the non-defaulting Party may exercise the remedies set forth in Section 14 of this Agreement.

14. Remedies for Breach of Agreement. In the event of an uncured default under this Agreement, the sole remedies of the non-defaulting Party shall be to (a) terminate this Agreement, or (b) institute an action for specific performance of this Agreement. Following the termination of this Agreement, neither Party shall have any further rights, remedies or obligations under this Agreement, except as specifically set forth herein. Neither Party shall have any liability to the other for monetary damages for the breach of this Agreement, or failure to reach agreement on a Ground Lease, and each Party hereby waives and releases any such rights or claims it may otherwise have at law or at equity. Furthermore, Pretend City knowingly agrees that it shall have no right to specific performance for conveyance of any right, title or interest in the Proposed Site or any portion thereof, and shall not file a lis pendens with respect to the Proposed Site or any portion thereof. The Parties' rights and obligations under this Section 14 shall survive the expiration or termination of this Agreement.

15. Termination. During the Negotiating Period, including any extension, either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.

16. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

17. Time of Essence. Time is of the essence of every portion of this Agreement in which time is a material part. In no event shall an incomplete submittal by Pretend City trigger any obligation of City to review and/or perform hereunder; provided, however that City shall notify Pretend City of an incomplete submittal as soon as is

practicable and in no event later than the applicable time set forth for City's action on the particular item in question. Further, the time periods set forth herein are outside dates of performance. In the event a Party completes a performance item earlier than the time required hereunder, the time for the next performance obligation of a Party shall commence. Thus, the Parties agree that the requirements hereunder may occur and be completed in a shorter time frame than set forth herein.

18. Agreement Does Not Constitute Development Approval. City reserves final discretion and approval as to any Proposed Development and any Ground Lease and all proceedings and decisions in connection therewith. This Agreement shall not be construed as a grant of development rights or land use entitlements to construct a Proposed Development or any other project on the Proposed Site. All design, architectural, and building plans for any Proposed Development shall be subject to the review and approval of City and any other Federal, State or local entity with jurisdiction over the Proposed Site and/or Proposed Development. By its execution of this Agreement, City is not committing itself to or agreeing to undertake the disposition of the Proposed Site to Pretend City, or any other acts or activities requiring the subsequent independent exercise of discretion by City or any agency or department thereof.

19. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California.

20. Amendments. This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by the Parties.

21. Implementation of Agreement. City shall maintain authority to implement this Agreement through the City Manager (or his or her designee). The City Manager shall have the authority to make approvals, waive provisions and/or enter into certain amendments of or implementing agreements for this Agreement on behalf of City so long as such actions do not materially or substantially change the substantive business terms of this Agreement, or add to the costs incurred or to be incurred by City as specified herein. All other material and/or substantive approvals, waivers, or amendments shall require the consideration, action and written consent of the City Council.

21. No Brokers. Each Party shall indemnify, defend, protect and hold harmless the other Party from and against any and all obligations or liabilities to pay any real estate broker's commission, finder's fee, or other compensation to any person or entity arising from or in connection with this Agreement which results from any act or agreement of such Party.

22. Conflict of Interest. No member, official or employee of City having any conflict of interest, direct or indirect, related to this Agreement or the development of the Project shall participate in any decision relating to this Agreement. The Parties represent and warrant that they do not have knowledge of any such conflict of interest.

23. Counterparts. This Agreement may be executed in counterparts, each of

which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

[End of Agreement- Signature page follows]

NOW THEREFORE, City and Pretend City have executed this Exclusive Negotiating Agreement as of the date first set forth above.

CITY:

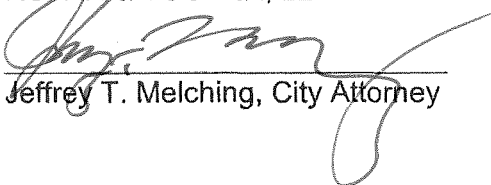
CITY OF IRVINE,
a chartered city and municipal corporation

By: _____
John A. Russo, City Manager

ATTEST:

Molly McLaughlin, City Clerk


APPROVED AS TO FORM:
RUTAN & TUCKER, LLP



Jeffrey T. Melching, City Attorney

DEVELOPER:

PRETEND CITY CHILDREN'S MUSEUM, a
California nonprofit public benefit corporation

By: 
Its: Executive Director

By: _____
Its: _____

EXHIBIT "A"

MAP OF WESTERN PORTION OF GREAT PARK

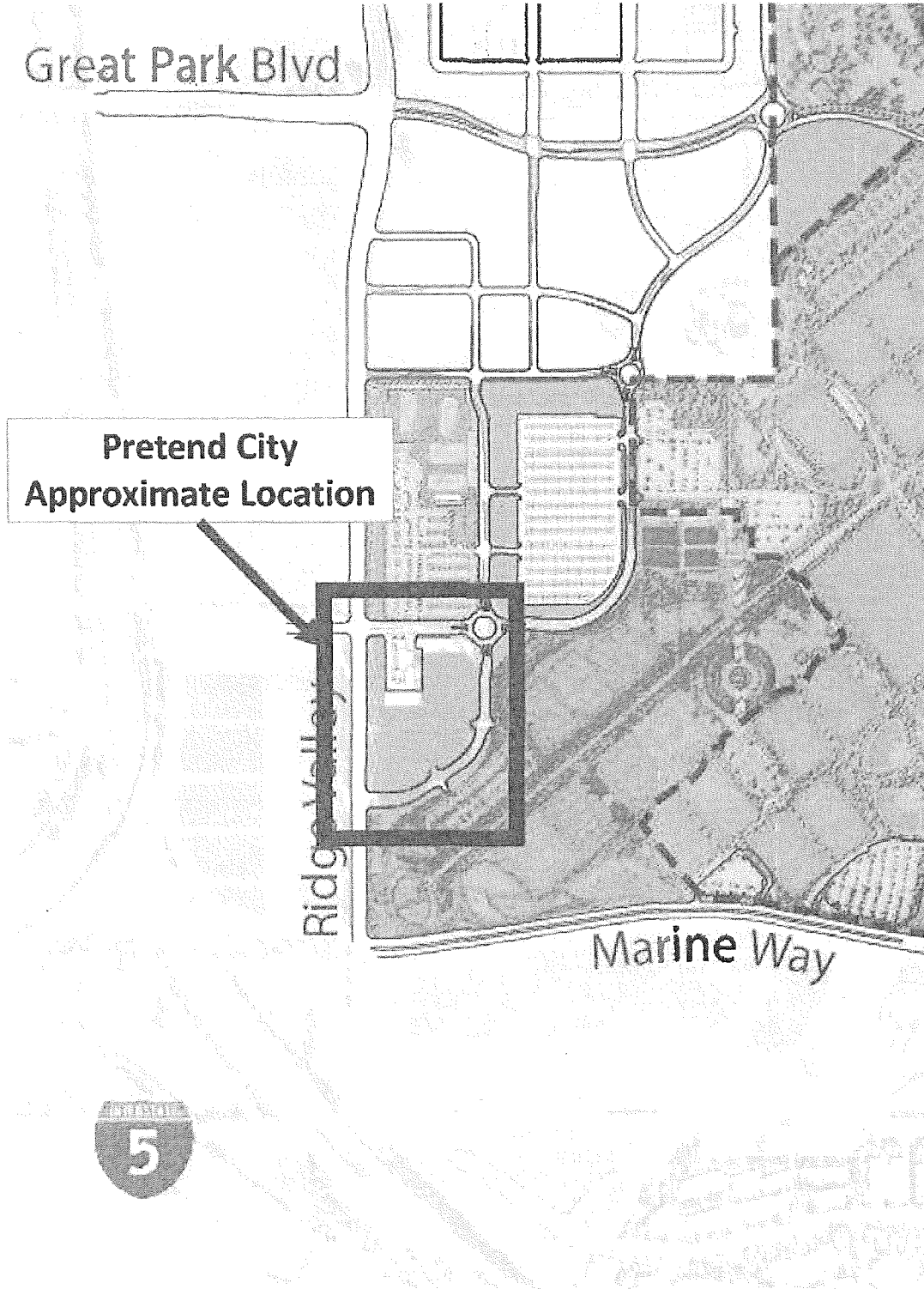


EXHIBIT "B"

NEGOTIATING PERIOD OBLIGATIONS

a. Identification of Proposed Site. Within the first thirty (30) days of the Negotiating Period, City and Pretend City shall negotiate in good faith to identify the portion of the Western Portion that will be designated as the Proposed Site. Upon such identification, City and Pretend City shall confirm such location, in writing.

b. Property Documents. Within thirty (30) days after the Parties' identification of the Proposed Site, City shall provide or cause to be provided to Pretend City all documents relating to the physical or environmental condition of the Proposed Site (including, but not limited to, environmental, property physical condition, geological studies, engineering and structural analyses, and geotechnical reports and soil tests and analyses) to the extent reasonably known to be in City's possession (except for such materials which have previously been provided to Pretend City).

c. Pretend City Due Diligence. Pretend City and Pretend City Entities, at Pretend City's sole cost and expense, shall perform Inspections with respect to the Proposed Site, all in accordance with Section 4 of the Agreement.

d. Title Report. Within thirty (30) days after City and Pretend City identify the Proposed Site, City shall cause First American Title Company, or another title company reasonably acceptable to the Parties, to provide Pretend City with a current preliminary title report covering the Proposed Site, together with legible copies of all documents and instruments referred to in said title report, to the extent available from the title company. During the Negotiating Period, Pretend City shall review the preliminary title report and documents.

e. Pretend City Submission of Proposed Development Concept. Within the first sixty (60) days of the Negotiating Period, Pretend City shall submit to City the following (collectively, the "Development Concept"):

(i) a proposed project description, concept drawings, and site plan.

(ii) a proposed schedule for commencement and completion of construction of a Proposed Development.

(iii) an estimate of development costs for a Proposed Development.

(iv) a written financial pro forma, in form and substance reasonably acceptable to City, regarding the anticipated costs and returns related to the development, operation, management and leasehold of a Proposed Development.

f. Pretend City's Due Diligence Approval. Prior to the expiration of the Negotiating Period, Pretend City shall submit to the City the following:

(i) written confirmation that Pretend City has completed all due diligence items, and accepts the Proposed Site, including without limitation, the environmental condition of the Proposed Site and physical condition of the Proposed Site.

(ii) written approval of the preliminary title to the Proposed Site.

g. Negotiation and Attempt to Prepare Draft Ground Lease. During the Negotiating Period, the Parties shall diligently negotiate and attempt to prepare a draft Ground Lease, based upon the terms and conditions contained in the Development Concept.

h. CEQA Requirements. During the Negotiating Period, City shall identify the CEQA requirements for a Proposed Development. Pretend City shall be responsible for the cost of all CEQA documentation.

i. Application for Land Use Entitlements. Within thirty (30) days after City's receipt of Pretend City's submittals pursuant to Section e(i) above, City shall identify the permits required for a Proposed Development. Prior to the expiration of the Negotiating Period, Pretend City shall make applications for all land use entitlements and approvals required for a Proposed Development.

j. Financing Commitment. Prior to the expiration of the Negotiating Period, Pretend City shall provide to City for City review and approval a preliminary commitment from qualified lenders and/or equity sources for construction and permanent financing for a Proposed Development.

The City Manager shall have the authority to grant extensions to the times for performance set forth in this Exhibit "B"; provided, however, that no such extension shall result in the Negotiating Period extending beyond a cumulative total of 150 days.