

CITY OF FOUNTAIN VALLEY
INTERIM IT MANAGER

This Agreement ("AGREEMENT") is made and entered into as of April 18, 2022, between the City of Fountain Valley, a municipal corporation, hereinafter referred to as "CITY" and Jackeline Luengas-Alwafai, an individual, hereinafter referred to as "RETIRED ANNUITANT." In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follows:

SECTION 1. RECITALS. This AGREEMENT is made and entered into with respect to the following facts:

- a. The CITY is desirous of obtaining the services of a qualified person to provide services to temporarily staff the vacant IT Manager position as Interim IT Manager pursuant to Government Code 21221 (h); and
- b. The City Council has determined that the public interest, convenience and necessity require execution of this AGREEMENT.
- c. The employment shall be limited to 960 hours per fiscal year.
- d. A Government Code 21221(h) appointment may only be made once with this agency.
- e. The compensation to be paid RETIRED ANNUITANT cannot be less than the minimum, and may not exceed the maximum, monthly base salary paid to other employees performing comparable duties pursuant to a publically posted pay schedule, divided by 173.33, to equal the hourly rate.
- f. In compliance with Government Code 7522.56, the City Council may not retain a retired annuitant prior to 180 days from the date of the employee's retirement.

SECTION 2. SERVICES. RETIRED ANNUITANT shall serve as the CITY's Interim IT Manager (hereafter "POSITION") and provide all necessary functions of such position attendant thereto.

SECTION 3. PERFORMANCE. RETIRED ANNUITANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent perform all tasks described herein. RETIRED ANNUITANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of RETIRED ANNUITANT hereunder in meeting his obligations under this AGREEMENT.

SECTION 4. EXTRA SERVICES. No extra services shall be rendered by RETIRED ANNUITANT under this AGREEMENT unless such extra services have first been duly authorized in writing by the CITY.

SECTION 5. CITY SUPERVISION. The City Manager shall have the right of general supervision of all work performed by RETIRED ANNUITANT.

SECTION 6. PAYMENT. The CITY agrees to pay RETIRED ANNUITANT at the hourly rate of **\$70.49** per hour, which is within the salary range of the classification for IT Manager, and will not receive any other benefit, incentive, or compensation in lieu of benefit of other form of compensation in addition to the hourly pay rate.

SECTION 7. SUSPENSION, TERMINATION, OR ABANDONMENT OF AGREEMENT. Either CITY or RETIRED ANNUITANT may, with or without cause, at any time, suspend, terminate, or abandon this AGREEMENT, or any portion hereof, by service upon the other party at least thirty (30) days prior written notice. Upon receipt or delivery of said notice, RETIRED ANNUITANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise.

SECTION 8. TERM. This AGREEMENT is effective as of April 18, 2022 and shall remain and continue in effect until and including April 17, 2023, or until the successful hiring of a permanent IT Manager, whichever occurs first.

SECTION 9. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension, or abandonment of, this AGREEMENT, all original documents, designs, drawings, notes, reports, documents, floppy disks, diskettes or other materials prepared, developed or discovered by RETIRED ANNUITANT during the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the CITY and may be used, reused or otherwise disposed of by the CITY without the permission of the RETIRED ANNUITANT. Upon completion, expiration or termination of this AGREEMENT, RETIRED ANNUITANT shall turn over to the CITY all original documents, designs, drawings, notes, reports, documents, floppy disks, diskettes or other materials prepared, developed or discovered by RETIRED ANNUITANT during providing the services to be performed pursuant to this AGREEMENT.

SECTION 10. RETIRED ANNUITANT. RETIRED ANNUITANT is hired in conformance with CalPERS regulations governing the use of retired annuitants. RETIRED ANNUITANT has specialized skills to perform the duties of the POSITION. No employee benefits shall be available to RETIRED ANNUITANT in connection with the performance of this AGREEMENT. Except for RETIRED ANNUITANT's hourly compensation as provided for in this AGREEMENT, CITY shall not pay salaries, wages, benefits or other compensation to RETIRED ANNUITANT for performing services hereunder.

SECTION 11. NOTICE. Whenever it is necessary for either party to serve written notice on the other regarding this AGREEMENT, such notice shall be served personally or by certified mail, postage prepaid, return receipt requested, unless and until different addresses may be furnished in writing by either party to the other, addressed to:

CITY:

City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708
Attn: City Clerk

RETIRED ANNUITANT

Jackeline Luengas-Alwafai
25 Bel Flora Court
Aliso Viejo, CA 92656

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service or upon receipt, whichever occurs first. This shall be valid and sufficient service of notice for all purposes.

SECTION 12. CONFLICTS OF INTEREST. RETIRED ANNUITANT covenants that he or she has no interest, and shall not acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of his or her services hereunder. RETIRED ANNUITANT further covenants that he/she has not contracted with nor is performing any services directly or indirectly with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the CITY and further covenants and agrees that RETIRED ANNUITANT shall provide no services to or enter into any agreement or agreements with any developer(s) and/or property owner(s) and/or firm(s) doing business in the CITY prior to the completion of the work under this AGREEMENT without the express written consent of the City Council.

SECTION 13. ENTIRE AGREEMENT. This AGREEMENT contains the entire understanding between CITY and RETIRED ANNUITANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this AGREEMENT shall be effective only if in writing and signed by all parties. If any term, condition, or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be valid and binding.

SECTION 14. WAIVER. Waiver by any party hereto of any term, condition, or covenant of this AGREEMENT shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 15. BINDING EFFECT. This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

SECTION 16. LICENSED STATUS. RETIRED ANNUITANT shall, at all times during the term of this AGREEMENT, have in full force and effect all licenses required by law. CITY desires the personal services of RETIRED ANNUITANT and this AGREEMENT is not transferable or assignable.

SECTION 17. GOVERNING LAW. This AGREEMENT shall be interpreted and construed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the

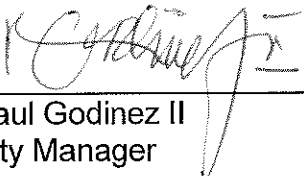
County of Orange.

SECTION 18. UNEMPLOYMENT INSURANCE CERTIFICATION. Pursuant to Government Code section 7522.56, by signing this AGREEMENT, RETIRED ANNUITANT certifies that he or she has not received unemployment insurance payments from any public employer within 12 months prior to the effective date of this AGREEMENT.

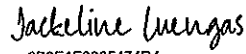
IN WITNESS, WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY

RETIRED ANNUITANT




Raul Godinez II
City Manager

DocuSigned by:

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Jackeline Luengas-Alwafai

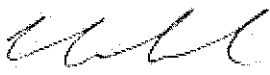
ATTEST:



Rick Miller
City Clerk

Approved to Form:

Harper & Burns LLP



Colin Burns
Attorneys for the City