

RESOLUTION NO. 2019-141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARINA DIRECTING THE CITY MANAGER TO SIGN EMPLOYMENT CONTRACTS
FOR THE DIRECTORS OF THE CITY OF MARINA

WHEREAS, the City of Marina employs directors to manage the various departments of the City;
and

WHEREAS, these directors have had a collective memorandum of understanding and employment
agreements in the past; and,

WHEREAS, it is best practice to have an employment contract which stands on its own with each of
its directors; and,

WHEREAS, the City Council has review various indicators of the cost of living, including the San
Francisco June CPI which was up 3.2% from the year before; and

WHEREAS, the City Council has reviewed the relative pay of Police Chiefs in the surrounding area
and are granting a 2.8% equity adjustment to the Police Chief's compensation; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY
RESOLVE AS FOLLOWS:

SECTION 1. The City Council does hereby maintain the broad band salary range for City of Marina
Directors to have a monthly salary range from \$10,279 to \$17,546 and grants a 3% cost of living
adjustment to all directors effective July 8, 2019;

2. An equity salary adjustment of 2.8% is granted to the Police Chief;

3. The directors' contracts, as negotiated by the City Manager, are ratified.

PASSED and ADOPTED by the City Council of the City of Marina at a regular meeting duly
held on this 17th day of December 2019 by the following vote:

AYES, COUNCIL MEMBERS: Berkley, Urrutia, Morton, Delgado

NOES, COUNCIL MEMBERS: O'Connell

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Exhibit A
Benefit Description

1. Medical, Dental & Vision, Flexible Benefit Plan

A. Effective January 1, 2020 the City of Marina will contribute 70% of the low-cost health plan's premium offered by CalPERS towards whatever plan the employee selects.

B. The City shall pay Dental insurance premium per month as follows:

Dental Plan	Employee Only	Employee + 1	Employee + 2 or more
Premier Access	\$9.67	\$24.00	\$29.00

C. The City shall pay vision insurance premium per month as follows:

Vision Plan	Employee Only	Employee + 1	Employee + 2 or more
Vision Service Plan	\$20.00	\$20.00	\$20.00

D. Flexible Benefit Plan: The City shall implement a Section 125 Flexible Benefit Plan for the members of the Association, as follow”

E. City shall provide an allowance of \$575 per month to each member for medical insurance and voluntary programs such as Dental insurance, Vision insurance and Long-Term Disability Insurance, Term Life Insurance, Medical Expense Reimbursement Account and Dependent Care Reimbursement account.

F. The allowance must be applied toward payment of monthly premium for the PERS Health plan, previously described to all members for members and their families except a member may decline coverage for the member and/or a member's family if the member provides proof satisfactory to the City that the person for whom coverage is declined is covered under a qualifying group health insurance policy from another source.

G. City shall offer Dental insurance, Vision insurance, Term Life insurance, Medical Expense Reimbursement and Dependent Care Reimbursement on a voluntary basis. At the members election, the cost of these benefits may be paid from any portion of the allowance described above or an offset to the members salary, if the combined cost of the benefits exceeds the allowance.

H. If the allowance is in excess of the cost of all benefits, the difference may be taken in cash. Any amounts taken in cash will be paid out in a bi-monthly payment. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.

I. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$2,160 annually (\$180 per month). A member may also pay into the Dependent Care Reimbursement Account which member may pay any amount not to exceed \$5,000 annually (\$416.66 per month). City shall prepare a Flexible Benefit Plan worksheet for distribution to all members, which shall reflect the premiums for each element of the plan.

J. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan

K. City shall pay up to \$6.00 per member per month for the administrative fee Flexible Benefit Plan

2. Life Insurance: City will provide on behalf of the employee \$100,000.00 life insurance coverage at a cost not to exceed \$45.00 per month.

3. Retirement: The City shall provide retirement benefits the employee under the Public Employees' Retirement System (PERS), as follows:

A. Retirement Plans

1. For non-public safety employee:
 - a. Tier 1 – CalPERS 2% @ 55 provided to all miscellaneous member employees hired prior to December 31, 2012 or considered Classic members.
 - b. Tier 2 – CalPERS 2% @ 62 plan will be provided to all miscellaneous members hired on or after January 1, 2013 who are new members as defined under the PEPRA.
2. For sworn public safety employee:
 - a. Tier 1 – CalPERS 3% @ 50 provided to all members hired prior to December 31, 2012 or are considered Classic members.
 - b. Tier 2 – CalPERS 2.7% @ 57 plan will be provided to all members hired on or after January 1, 2013 who are new members as defined under the PEPRA

B. Contributions

- a. Effective January 1, 2013 Tier 1 members will pay the full member contribution rate required by CalPERS
- b. Effective January 1, 2013, Tier 2 members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA

4. Survivor Benefits

- A. The City will amend the PERS contract to include 1959 Survivors Benefit Level four for the Association. The employee cost will be \$2.00 per month.

5. Holiday Schedule

- A. For each member of the group the following holiday schedule shall apply
- Martin Luther King Jr. Birthday (3rd Monday of January)
 - Presidents Day (3rd Monday of February)
 - Memorial Day (Last Monday of May)
 - Independence Day (July 4)
 - Labor Day (First Monday of September)
 - Veterans Day (November 11)

- Thanksgiving Day and the next day (4th Thursday and next Friday of November)
- Winter Break (December 24 – January 1)

B. When one of the above designated holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday.

6. Leaves: The employee's leave shall accrue and be administered, as follows:

A. **Administrative Leave:** Employee shall receive two hundred (200) hours' yearly Administrative Leave, earned in a lump sum on July 1st of each year. Effective July 1, 2021, administrative leave annual accrual will drop to one hundred (100) hours a year. Unused Administrative Leave to be paid at current salary upon termination of employment to a maximum of one hundred and sixty (160) hours.

Cash-out The City will pay employee at their request a maximum amount of one hundred (100) hours of administrative leave each fiscal year, at the employee's individual regular rate of pay.

B. **Personal Leave Time:** Employee shall accrue Personal Leave Time as in lieu of Sick and Vacation time. The accrual rate will be as follows.

First Through Fifth Year of Service. Twenty-two (22) working days per year.

Sixth Through Fifteenth Year of Service. Twenty-seven (27) working days per year.

Sixteenth Year of Service and On. Twenty (32) working days per year.

Personal Leave Time shall not accrue in excess of 960 hours. Upon resignation, employee shall receive compensation for unused Personal Leave Time to a maximum of 300 hours. Upon retirement, employee shall receive compensation for unused Personal Leave Time to a maximum of 800 hours.

Cash-out: The City will pay employee at their request a maximum amount of eighty (80) hours of personal leave each fiscal year, at the employee's individual regular rate of pay.

A. **Emergency Compensation:** For Personal Leave Time. Upon a written request certifying and explaining a health-related emergency, the City Manager may authorize Employee to receive compensation for Personal Leave Time for a maximum of 80 hours.

7. Physicals:

- A. City shall pay up to \$300.00 for the cost of a physical examination for the Employee, on an annual basis.

8. Training Day:

- A. City shall budget \$500.00 for the Employee as Department Director Training Day

9. Educational Programs:

- A. The City will pay the tuition cost for educational programs in which the Employee participates, subject to the prior approval of the City Manager, provided the training is determined to be relevant to the Employee's job. The annual aggregate cost for tuition shall not exceed \$2,000.00.

10. Longevity Compensation:

- A. After ten (10) years of accumulated service with the City, the employee shall receive an additional five percent (5%) in salary.
- B. An advancement in longevity pay from 10 years to 9 years would go to employees who had an overall rating of "highly competent" on their most recent evaluation.

11. Business Expense Allowance: Employee shall receive a business expense allowance of \$50.00 per month.

12. Non-Covered Items. Items not covered in this agreement are governed by the City's Employee Handbook.

**EMPLOYMENT AGREEMENT
FOR
J. FRED AEGERTER
COMMUNITY DEVELOPMENT DIRECTOR**

THIS AGREEMENT is made and entered into on November 19, 2019 by and between the City of Marina, a California charter city, hereinafter referred to as "City," and J. Fred Aegerter, hereinafter referred to as "Employee" as follows:

Recitals

- A. Employee has the requisite skill, training and experience to properly perform the services specified herein.
- B. City desires to retain Employee to provide the services as herein set forth.
- C. The Employee has worked for the City of Marina since August 22, 2016.

**Terms and
Conditions**

In consideration of the mutual provisions contained herein, City and Employee agree to the following terms and conditions:

- 1. Scope of Services. Employee is hereby hired and retained by the City to serve as the City's Community Development Director, as described in the approved job description for said position. The current job description is attached as Exhibit "A" hereto, however, it is expressly understood and agreed that said job description is subject to change through the normal City personnel process.
- 3. **Term.**
 - a) This Agreement shall be for an indefinite term and shall continue in effect until terminated by either party as described in paragraph 5 of this Agreement.
 - b) Employee understands and agrees that Employee may be terminated at the will of the City at any time with or without cause, subject only to the notice and severance pay provisions set forth in paragraph 5 of this Agreement. Employee agrees that none of the terms of this Agreement abrogate Employee's at-will status or interfere with the right of Employee to resign at any time from the position of Employee, subject only to the notice and severance provisions set forth in paragraph 5 of this Agreement.
- 4. **Compensation.**
 - a) For the services to be performed under this Agreement, City shall pay Employee a salary of \$14,349 per month for full time service.

- b) Employee benefits will be provided as shown in Exhibit A. For the purposes of this agreement, the employee will be classified as a 16-year employee for leave purposes.
 - c) City shall provide employee with the use of an existing city-maintained vehicle, for use in the course of his employment and not for commuting or other personal use.
 - d) City shall provide the necessary telecommunications equipment and devices for Employee to use in the course of his employment. Such equipment provided to employee shall remain the property of the City and to the best of the employee's ability, shall be returned in good condition in the event this contract is terminated for any reason.
- b) City will pay Employee's membership in professional associations, travel, conference and meeting expenses as approved by the City during the budget process.

5. Termination, Resignation, and Severance Pay.

- a) This agreement may be terminated by either party without cause upon thirty days' prior written notice.
 - b) In the event this agreement is terminated by the City without cause, City shall pay Employee a lump sum cash payment severance equal to one month of Employee's salary, said amount shall be increased by one week for each year's service with the City, except as provided in paragraph 5 (e) below, and other payments due Employee under paragraph 4(b).
 - c) Employee agrees that in the event Employee's employment is terminated, under no circumstances will Employee be able to contest the nature of Employee's at-will employment status, nor will Employee be entitled to raise the remedy of reinstatement in any administrative or legal forum. Employee agrees that the sole issue for resolution upon termination of Employee's employment agreement will be the extent of severance pay and/or other payments which are due Employee. Employee shall have no other right of action against the City as it relates to termination and severance.
 - d) Pending the outcome of any dispute over the amount of severance pay, City may withhold any severance sums due Employee.
 - e) In the event Employee voluntarily and without the official request of the City resigns her position, Employee shall give written notice to the City at least thirty days in advance of the final date of employment, unless the parties otherwise agree. In the event Employee resigns or is terminated for cause, the severance pay provisions of paragraph 5 (b) shall not apply.
6. Personnel Rules. Except as modified by this Agreement, Employee shall be subject to and comply with the City Personnel Manual, receipt of which is hereby acknowledged, including future changes as approved by the City Council.
7. Modification. This Agreement is not subject to amendment or modification except by a writing signed by the parties hereto.

8. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
9. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.
10. Employee's Examination of Agreement. Employee acknowledges that Employee has had the right to examine this Agreement, has been advised that Employee may wish to consult with an attorney prior to entering into this Agreement and has read and understands all of the provision of this Agreement.
11. Severability. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed to be severable and shall remain in full force and effect.

IN WITNESS WHEREOF, Employee and the City of Marina, by its duly authorized representative, have executed this Agreement on the date first hereinabove set forth at Marina, California.

CITY OF MARINA

EMPLOYEE

Layne Long
City Manager

J. Fred Aegerter

Exhibit A
Benefit Description

1. Medical, Dental & Vision, Flexible Benefit Plan

- A. Effective January 1, 2020 the City of Marina will contribute 70% of the low-cost health plan's premium offered by CalPERS towards whatever plan the employee selects.

- B. The City shall pay Dental insurance premium per month as follows:

Dental Plan	Employee Only	Employee + 1	Employee + 2 or more
Premier Access	\$9.67	\$24.00	\$29.00

- C. The City shall pay vision insurance premium per month as follows:

Vision Plan	Employee Only	Employee + 1	Employee + 2 or more
Vision Service Plan	\$20.00	\$20.00	\$20.00

- D. Flexible Benefit Plan: The City shall implement a Section 125 Flexible Benefit Plan for the members of the Association, as follow”
- E. City shall provide an allowance of \$575 per month to each member for medical insurance and voluntary programs such as Dental insurance, Vision insurance and Long-Term Disability Insurance, Term Life Insurance, Medical Expense Reimbursement Account and Dependent Care Reimbursement account.
- F. The allowance must be applied toward payment of monthly premium for the PERS Health plan, previously described to all members for members and their families except a member may decline coverage for the member and/or a member's family if the member provides proof satisfactory to the City that the person for whom coverage is declined is covered under a qualifying group health insurance policy from another source.
- G. City shall offer Dental insurance, Vision insurance, Term Life insurance, Medical Expense Reimbursement and Dependent Care Reimbursement on a voluntary basis. At the members election, the cost of these benefits may be paid from any portion of the allowance described above or an offset to the members salary, if the combined cost of the benefits exceeds the allowance.
- H. If the allowance is in excess of the cost of all benefits, the difference may be taken in cash. Any amounts taken in cash will be paid out in a bi-monthly payment. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.
- I. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$2,160 annually (\$180 per month). A member may also pay into the Dependent Care Reimbursement Account

which member may pay any amount not to exceed \$5,000 annually (\$416.66 per month). City shall prepare a Flexible Benefit Plan worksheet for distribution to all members, which shall reflect the premiums for each element of the plan.

- J. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan
 - K. City shall pay up to \$6.00 per member per month for the administrative fee Flexible Benefit Plan
2. **Life Insurance:** City will provide on behalf of the employee \$100,000.00 life insurance coverage at a City cost not to exceed \$45.00 per month.
3. **Retirement:** The City shall provide retirement benefits the employee under the Public Employees' Retirement System (PERS), as follows:
- A. **Retirement Plans**
 - 1. For non-public safety employee:
 - a. Tier 1 – CalPERS 2% @ 55 provided to all miscellaneous member employees hired prior to December 31, 2012 or considered Classic members.
 - b. Tier 2 – CalPERS 2% @ 62 plan will be provided to all miscellaneous members hired on or after January 1, 2013 who are new members as defined under the PEPRA.
 - 2. For sworn public safety employee:
 - a. Tier 1 – CalPERS 3% @ 50 provided to all members hired prior to December 31, 2012 or are considered Classic members.
 - b. Tier 2 – CalPERS 2.7% @ 57 plan will be provided to all members hired on or after January 1, 2013 who are new members as defined under the PEPRA
 - B. **Contributions**
 - a. Effective January 1, 2013 Tier 1 members will pay the full member contribution rate required by CalPERS
 - b. Effective January 1, 2013, Tier 2 members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA
4. **Survivor Benefits**
- A. The City will amend the PERS contract to include 1959 Survivors Benefit Level four for the Association. The employee cost will be \$2.00 per month.

5. **Holiday Schedule**

A. For each member of the group the following holiday schedule shall apply

- Martin Luther King Jr. Birthday (3rd Monday of January)
- Presidents Day (3rd Monday of February)
- Memorial Day (Last Monday of May)
- Independence Day (July 4)
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- Thanksgiving Day and the next day (4th Thursday and next Friday of November)
- Winter Break (December 24 – January 1)

B. When one of the above designated holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday.

6. **Leaves:** The employee's leave shall accrue and be administered, as follows:

A. **Administrative Leave:** Employee shall receive two hundred (200) hours' yearly Administrative Leave, earned in a lump sum on July 1st of each year. Unused Administrative Leave to be paid at current salary upon termination of employment to a maximum of one hundred and sixty (160) hours.

Cash-out The City will pay employee at their request a maximum amount of one hundred (100) hours of administrative leave each fiscal year, at the employee's individual regular rate of pay.

B. **Personal Leave Time:** Employee shall accrue Personal Leave Time as in lieu of Sick and Vacation time. The accrual rate will be as follows.

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Sixth Through Fifteenth Year of Service. Twenty-seven (27) working days per year.

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Personal Leave Time shall not accrue in excess of 960 hours. Upon resignation, employee shall receive compensation for unused Personal Leave Time to a maximum of 300 hours. Upon retirement, employee shall receive compensation for unused Personal Leave Time to a maximum of 800 hours.

Cash-out: The City will pay employee at their request a maximum amount of eighty (80)hours of personal leave each fiscal year, at the employee's individual regular rate of pay.

- A. **Emergency Compensation:** For Personal Leave Time. Upon a written request certifying and explaining a health-related emergency, the City Manager may authorize Employee to receive compensation for Personal Leave Time for a maximum of 80 hours.

7. **Physicals:**

- A. City shall pay up to \$300.00 for the cost of a physical examination for the Employee, on an annual basis.

8. **Training Day:**

- A. City shall budget \$500.00 for the Employee as Department Director Training Day

9. **Educational Programs:**

- A. The City will pay the tuition cost for educational programs in which the Employee participates, subject to the prior approval of the City Manager, provided the training is determined to be relevant to the Employee's job. The annual aggregate cost for tuition shall not exceed \$2,000.00.

10. **Longevity Compensation:**

- A. After ten (10) years of accumulated service with the City, the employee shall receive an additional five percent (5%) in salary.
- B. An advancement in longevity pay from 10 years to 9 years would go to employees who had an overall rating of "highly competent" on their most recent evaluation.

11. **Business Expense Allowance:** Employee shall receive a business expense allowance of \$50.00 per month.

12. **Non-Covered Items.** Items not covered in this agreement are governed by the City's Employee Handbook.

**EMPLOYMENT AGREEMENT
FOR
ERIC WALDEMAR FROST
FINANCE DIRECTOR**

THIS AGREEMENT is made and entered into on November 19, 2019 by and between the City of Marina, a California charter city, hereinafter referred to as "City," and Eric Frost, hereinafter referred to as "Employee," as follows:

Recitals

- A. Employee has the requisite skill, training and experience to properly perform the services specified herein.
- B. City desires to retain Employee to provide the services as herein set forth.
- C. Employee has worked for the City as a full-time employee since February 27, 2019.

Terms and Conditions

In consideration of the mutual provisions contained herein, City and Employee agree to the following terms and conditions:

- 1. **Scope of Services.** Employee is hereby hired and retained by the City to serve as the City's Finance Director, as described in the approved job description for said position. The current job description is attached as Exhibit "A" hereto, however, it is expressly understood and agreed that said job description is subject to change through the normal City personnel process.
- 2. **Term.**
 - a) This Agreement shall be for an indefinite term and shall continue in effect until terminated by either party as described in paragraph 5 of this Agreement.
 - b) Employee understands and agrees that Employee may be terminated at the will of the City at any time with or without cause, subject only to the notice and severance pay provisions set forth in paragraph 5 of this Agreement. Employee agrees that none of the terms of this Agreement abrogate Employee's at-will status or interfere with the right of Employee to resign at any time from the position of Employee, subject only to the notice and severance provisions set forth in paragraph 5 of this Agreement.
- 3. **Compensation.**
 - a) For the services to be performed under this Agreement, City shall pay Employee a salary of \$14,592 per month for full time service and employment.
 - b) Employee shall be classified as Exempt under the Fair Labor Standards Act and shall be a confidential employee for all purposes.
 - c) Employee benefits will be provided as shown on Exhibit A. For the purposes of this agreement, the employee will be treated as a 16-year employee for leave benefits.
 - d) City shall provide the necessary telecommunications equipment and devices for Employee to use in the course of his employment. Such equipment provided to employee shall remain the property of the City and to the best of the employee's ability, shall be returned in good

condition in the event this contract is terminated for any reason. Or, in-lieu the employee may receive a monthly, taxable, all inclusive stipend of \$25 per month.

- e) City will pay Employee's membership in professional associations, travel, conference and meeting expenses as approved by the City during the budget process.

4. Termination, Resignation, and Severance Pay.

- a) This agreement may be terminated by either party without cause upon thirty days' prior written notice.
- b) In the event this agreement is terminated by the City without cause, City shall pay Employee a lump sum cash payment severance equal to one month of Employee's salary, said amount shall be increased by one week for each year's service with the City, except as provided in paragraph 5 (e) below, and other payments due Employee under paragraph 4(b)
- c) Employee agrees that in the event Employee's employment is terminated, under no circumstances will Employee be able to contest the nature of Employee's at-will employment status, nor will Employee be entitled to raise the remedy of reinstatement in any administrative or legal forum. Employee agrees that the sole issue for resolution upon termination of Employee's employment agreement will be the extent of severance pay and/or other payments which are due Employee. Employee shall have no other right of action against the City as it relates to termination and severance.
- d) Pending the outcome of any dispute over the amount of severance pay, City may withhold any severance sums due Employee.
- e) In the event Employee voluntarily and without the official request of the City resigns his position, Employee shall give written notice to the City at least thirty days in advance of the final date of employment, unless the parties otherwise agree. In the event Employee resigns or is terminated for cause, the severance pay provisions of paragraph 5 (b) shall not apply.

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6. Modification. This Agreement is not subject to amendment or modification except by a writing signed by the parties hereto.

7. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

8. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

9. Employee's Examination of Agreement. Employee acknowledges that Employee has had the right to examine this Agreement, has been advised that Employee may wish to consult with an attorney prior to entering into this Agreement and has read and understands all of the provision of this Agreement.

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IN WITNESS WHEREOF, Employee and the City of Marina, by its duly authorized representative, have executed this Agreement on the date first hereinabove set forth at Marina, California.

CITY OF MARINA

EMPLOYEE

By _____
Layne Long
City Manager

Eric Frost

Exhibit A
Benefit Description

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- A. Effective January 1, 2020 the City of Marina will contribute 70% of the low-cost health plan's premium offered by CalPERS towards whatever plan the employee selects.

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First Through Fifth Year of Service. Twenty-two (22) working days per year.

Sixth Through Fifteenth Year of Service. Twenty-seven (27) working days per year.

Sixteenth Year of Service and On. Twenty (32) working days per year.

Personal Leave Time shall not accrue in excess of 960 hours. Upon resignation, employee shall receive compensation for unused Personal Leave Time to a maximum of 300 hours. Upon retirement, employee shall receive compensation for unused Personal Leave Time to a maximum of 800 hours.

Cash-out: The City will pay employee at their request a maximum amount of eighty (80) hours of personal leave each fiscal year, at the employee's individual regular rate of pay.

A. **Emergency Compensation:** For Personal Leave Time. Upon a written

request certifying and explaining a health-related emergency, the City Manager may authorize Employee to receive compensation for Personal Leave Time for a maximum of 80 hours.

7. **Physicals:**

- A. City shall pay up to \$300.00 for the cost of a physical examination for the Employee, on an annual basis.

8. **Training Day:**

- A. City shall budget \$500.00 for the Employee as Department Director Training Day

9. **Educational Programs:**

- A. The City will pay the tuition cost for educational programs in which the Employee participates, subject to the prior approval of the City Manager, provided the training is determined to be relevant to the Employee's job. The annual aggregate cost for tuition shall not exceed \$2,000.00.

10. **Longevity Compensation:**

- A. After ten (10) years of accumulated service with the City, the employee shall receive an additional five percent (5%) in salary.
- B. An advancement in longevity pay from 10 years to 9 years would go to employees who had an overall rating of "highly competent" on their most recent evaluation.

11. **Business Expense Allowance:** Employee shall receive a business expense allowance of \$50.00 per month.

12. **Cell Phone Allowance:** In-lieu of being assigned a City cell phone, the employee may elect to receive an allowance of \$25 a month to cover a portion of the cell phone's cost. Such allowance is taxable compensation.

13. **Non-Covered Items.** Items not covered in this agreement are governed by the City's Employee Handbook.

**EMPLOYMENT AGREEMENT
FOR
FIRE CHIEF**

THIS AGREEMENT is made and entered into on November 19, 2019 by and between the City of Marina, a California charter city, hereinafter referred to as "City," and Doug McCoun, hereinafter referred to as "Employee," as follows:

Recitals

- A. Employee has the requisite skill, training and experience to properly perform the services specified herein.
- B. City desires to retain Employee to provide the services as herein set forth.
- C. Employee has worked for the City of Marina since March 30, 2015.

Terms and Conditions

In consideration of the mutual provisions contained herein, City and Employee agree to the following terms and conditions:

- 1. **Scope of Services.** Employee is hereby hired and retained by the City to serve as the City's Fire Chief, as described in the approved job description for said position. The current job description is attached as Exhibit "B" hereto, however, it is expressly understood and agreed that said job description is subject to change through the normal City personnel process.
- 2. **Term.**
 - a) This Agreement shall be for an indefinite term and shall continue in effect until terminated by either party as described in paragraph 5 of this Agreement.
 - b) Employee understands and agrees that Employee may be terminated at the will of the City at any time with or without cause, subject only to the notice and severance pay provisions set forth in paragraph 5 of this Agreement. Employee agrees that none of the terms of this Agreement abrogate Employee's at-will status or interfere with the right of Employee to resign at any time from the position of Employee, subject only to the notice and severance provisions set forth in paragraph 4 of this Agreement.
- 3. **Compensation.**
 - a) For the services to be performed under this Agreement, City shall pay Employee a salary of \$13,980 per month for full time service and employment.
 - b) Employee shall be classified as Exempt under the Fair Labor Standards Act and shall be a confidential employee for all purposes.
 - c) Employee benefits will be provided as shown in Exhibit A. For the purposes of this agreement, the employee will be classified as a 11-year employee for leave benefits.
 - d) City shall provide Employee with a vehicle, including all attendant operating and maintenance expenses, for his exclusive use, including commuting to and from the Fire Department and/or other related fire activities and reasonable personal use (for the purposes of this paragraph, defined as within 45 minutes of the City Civic Center as well as Monterey County). Because Employee is on 24 hour a day "on call status" in the event of emergency, said vehicle will be unmarked or marked and equipped with emergency equipment and radio

to the current California Vehicle Code Standard for Emergency Vehicles.

- e) City shall provide all uniforms and equipment necessary for Employee to perform his duties for City.
- f) City shall provide the necessary telecommunications equipment and devices for Employee to use in the course of his employment. Such equipment provided to employee shall remain the property of the City and to the best of the employee's ability, shall be returned in good condition in the event this contract is terminated for any reason.
- g) City will pay Employee's membership in professional associations, travel, conference and meeting expenses as approved by the City during the budget process.
- h) Fire Chiefs are exempt employees who are occasionally required to commit to catastrophic events that may span multiple operational periods. These types of events would include; floods, earthquakes, declared disasters, fires and prolonged emergency situations. These extraordinary events may be more than fifteen (15) hours in duration. Such service is considered "extraordinary" and is beyond the scope of their normal duties. The City intends to fairly compensate exempt classes of employees for work during such extraordinary events in order to protect life, property and the environment.

Compensation for such extraordinary time worked shall be defined as time worked in excess of eight (8) hours, Monday through Friday, and any hours on Saturdays, Sundays and Holidays. For Incidents of fifteen (15) hours or less there may be no extraordinary pay. If the duration of the response exceeds fifteen (15) hours, extraordinary pay shall cover the entire time of the commitment, beginning at the time of initial dispatch from home base, to the time of return to home base. There shall be only one fifteen (15)-hour period from time of original dispatch, regardless of the number of assignments, until normal scheduled duties are resumed.

Extraordinary pay for such time worked by exempt classes of employees shall be compensated at the base hourly rate. The base hourly rate is computed by adding the monthly Base Salary, monthly Educational and monthly In Lieu pay to determine the total monthly pay, the monthly pay is then multiplied by 12 to determine the yearly pay, then the yearly pay is divided by 2080 to determine the base hourly rate.

- i) The City will compensate City employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

4. Termination, Resignation, and Severance Pay.

- a) This agreement may be terminated by either party without cause upon thirty days' prior written notice.
- b) In the event this agreement is terminated by the City without cause, City shall pay Employee a lump sum cash payment severance equal to one month of Employee's salary, said amount shall be increased by one week for each year's service with the City, except as provided in paragraph 5 (e) below, and other payments due Employee under paragraph 4(b)
- c) Employee agrees that in the event Employee's employment is terminated, under no circumstances will Employee be able to contest the nature of Employee's at-will employment status, nor will Employee be entitled to raise the remedy of reinstatement in any administrative or legal forum. Employee agrees that the sole issue for resolution upon

termination of Employee's employment agreement will be the extent of severance pay and/or other payments which are due Employee. Employee shall have no other right of action against the City as it relates to termination and severance.

- d) Pending the outcome of any dispute over the amount of severance pay, City may withhold any severance sums due Employee.
 - e) In the event Employee voluntarily and without the official request of the City resigns his position, Employee shall give written notice to the City at least thirty days in advance of the final date of employment, unless the parties otherwise agree. In the event Employee resigns or is terminated for cause, the severance pay provisions of paragraph 5 (b) shall not apply.
5. Residency. As is currently required of all sworn Public Safety Personnel of the City, Employee shall reside within 45 minutes of the City Civic Center. For the purpose of this paragraph, 45-minute travel time shall extend to and include the city limits of Santa Cruz, Hollister and Soledad.
6. Personnel Rules. Except as modified by this Agreement, Employee shall be subject to and comply with the City Personnel Manual, receipt of which is hereby acknowledged, including future changes as approved by the City Council.
7. Modification. This Agreement is not subject to amendment or modification except by a writing signed by the parties hereto.
8. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
9. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.
10. Employee's Examination of Agreement. Employee acknowledges that Employee has had the right to examine this Agreement, has been advised that Employee may wish to consult with an attorney prior to entering into this Agreement and has read and understands all of the provision of this Agreement.
11. Severability. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed to be severable and shall remain in full force and effect.

IN WITNESS WHEREOF, Employee and the City of Marina, by its duly authorized representative, have executed this Agreement on the date first hereinabove set forth at Marina, California.

CITY OF MARINA

EMPLOYEE

By _____
Layne Long,
City Manager

Douglas McCoun

Exhibit A
Benefit Description

1. Medical, Dental & Vision, Flexible Benefit Plan

- A. Effective January 1, 2020 the City of Marina will contribute 70% of the low-cost health plan's premium offered by CalPERS towards whatever plan the employee selects.

- B. The City shall pay Dental insurance premium per month as follows:

Dental Plan	Employee Only	Employee + 1	Employee + 2 or more
Premier Access	\$9.67	\$24.00	\$29.00

- C. The City shall pay vision insurance premium per month as follows:

Vision Plan	Employee Only	Employee + 1	Employee + 2 or more
Vision Service Plan	\$20.00	\$20.00	\$20.00

- D. Flexible Benefit Plan: The City shall implement a Section 125 Flexible Benefit Plan for the members of the Association, as follow:
- E. City shall provide an allowance of \$575 per month to each member for medical insurance and voluntary programs such as Dental insurance, Vision insurance and Long-Term Disability Insurance, Term Life Insurance, Medical Expense Reimbursement Account and Dependent Care Reimbursement account.
- F. The allowance must be applied toward payment of monthly premium for the PERS Health plan, previously described to all members for members and their families except a member may decline coverage for the member and/or a member's family if the member provides proof satisfactory to the City that the person for whom coverage is declined is covered under a qualifying group health insurance policy from another source.
- G. City shall offer Dental insurance, Vision insurance, Term Life insurance, Medical Expense Reimbursement and Dependent Care Reimbursement on a voluntary basis. At the members election, the cost of these benefits may be paid from any portion of the allowance described above or an offset to the members salary, if the combined cost of the benefits exceeds the allowance.
- H. If the allowance is in excess of the cost of all benefits, the difference may be taken in cash. Any amounts taken in cash will be paid out in a bi-monthly payment. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.
- I. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$2,160 annually (\$180 per month). A member may also pay into the Dependent Care Reimbursement Account which member may pay any amount not to exceed \$5,000 annually (\$416.66 per

month). City shall prepare a Flexible Benefit Plan worksheet for distribution to all members, which shall reflect the premiums for each element of the plan.

J. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan

K. City shall pay up to \$6.00 per member per month for the administrative fee Flexible Benefit Plan

2. **Life Insurance:** City will provide on behalf of the employee \$100,000.00 life insurance coverage at a City cost not to exceed \$45.00 per month.

3. **Retirement:** The City shall provide retirement benefits the employee under the Public Employees' Retirement System (PERS), as follows:

A. Retirement Plans

1. For non-public safety employee:

- a. Tier 1 – CalPERS 2% @ 55 provided to all miscellaneous member employees hired prior to December 31, 2012 or considered Classic members.
- b. Tier 2 – CalPERS 2% @ 62 plan will be provided to all miscellaneous members hired on or after January 1, 2013 who are new members as defined under the PEPRRA.

2. For sworn public safety employee:

- a. Tier 1 – CalPERS 3% @ 50 provided to all members hired prior to December 31, 2012 or are considered Classic members.
- b. Tier 2 – CalPERS 2.7% @ 57 plan will be provided to all members hired on or after January 1, 2013 who are new members as defined under the PEPRRA

B. Contributions

- a. Effective January 1, 2013 Tier 1 members will pay the full member contribution rate required by CalPERS
- b. Effective January 1, 2013, Tier 2 members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRRA

4. Survivor Benefits

A. The City will amend the PERS contract to include 1959 Survivors Benefit Level four for the Association. The employee cost will be \$2.00 per month.

5. Holiday Schedule

- A. For each member of the group the following holiday schedule shall apply
 - Martin Luther King Jr. Birthday (3rd Monday of January)

- Presidents Day (3rd Monday of February)
- Memorial Day (Last Monday of May)
- Independence Day (July 4)
- Labor Day (First Monday of September)
- Veterans Day (November 11)
- Thanksgiving Day and the next day (4th Thursday and next Friday of November)
- Winter Break (December 24 – January 1)

B. When one of the above designated holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday.

6. **Leaves:** The employee's leave shall accrue and be administered, as follows:

A. **Administrative Leave:** Employee shall receive two hundred (200) hours' yearly Administrative Leave, earned in a lump sum on July 1st of each year. Unused Administrative Leave to be paid at current salary upon termination of employment to a maximum of one hundred and sixty (160) hours.

Cash-out The City will pay employee at their request a maximum amount of one hundred (180) hours of administrative leave each fiscal year, at the employee's individual regular rate of pay.

B. **Personal Leave Time:** Employee shall accrue Personal Leave Time as in lieu of Sick and Vacation time. The accrual rate will be as follows.

First Through Fifth Year of Service. Twenty-two (22) working days per year.

Sixth Through Fifteenth Year of Service. Twenty-seven (27) working days per year.

Sixteenth Year of Service and On. Twenty (32) working days per year.

Personal Leave Time shall not accrue in excess of 960 hours. Upon resignation, employee shall receive compensation for unused Personal Leave Time to a maximum of 300 hours. Upon retirement, employee shall receive compensation for unused Personal Leave Time to a maximum of 800 hours.

Cash-out: The City will pay employee at their request a maximum amount of eighty (80) hours of personal leave each fiscal year, at the employee's individual regular rate of pay.

A. **Emergency Compensation:** For Personal Leave Time. Upon a written

request certifying and explaining a health-related emergency, the City Manager may authorize Employee to receive compensation for Personal Leave Time for a maximum of 80 hours.

7. **Physicals:**

- A. City shall pay up to \$300.00 for the cost of a physical examination for the Employee, on an annual basis.

8. **Training Day:**

- A. City shall budget \$500.00 for the Employee as Department Director Training Day

9. **Educational Programs:**

- A. The City will pay the tuition cost for educational programs in which the Employee participates, subject to the prior approval of the City Manager, provided the training is determined to be relevant to the Employee's job. The annual aggregate cost for tuition shall not exceed \$2,000.00.

10. **Longevity Compensation:**

- A. After ten (10) years of accumulated service with the City, the employee shall receive an additional five percent (5%) in salary.
- B. An advancement in longevity pay from 10 years to 9 years would go to employees who had an overall rating of "highly competent" on their most recent evaluation.

11. **Business Expense Allowance:** Employee shall receive a business expense allowance of \$50.00 per month.

12. **Non-Covered Items.** Items not covered in this agreement are governed by the City's Employee Handbook.



FIRE CHIEF

Exhibit B

Department		Fire	
Employee Association			
Resolution No./Established Date:		June 19, 2007	
Resolution No./Revision Date(s):		August 6, 2014	
Salary Range:		Position Code	
EEO Code		FLSA	Exempt/At-will

DEFINITION

To plan, direct, manage and oversee the activities and operations of the Fire Department including fire prevention, fire suppression, administration and rescue operations; to coordinate assigned activities with other City departments and outside agencies; and to promote highly responsible and complex administrative support to the City Manager, City Council and other Executive Team members within the City.

SUPERVISION RECEIVED AND EXERCISED

Receive general administrative direction from the City Manager. Exercises direct supervision over management, supervisory, professional, technical and clerical staff within the Fire Department.

ESSENTIAL FUNCTION STATEMENTS: Essential responsibilities and duties may include, but are not limited to the following:

1. Assume full management responsibility for all Fire Department services and activities including fire prevention, public education, fire suppression, hazardous materials incidents, rescue operations, emergency on-call situations and administration; recommend and administer policies and procedures.
2. Manage the development and implementation of the Fire Department goals, objectives, policies and priorities for each assigned service area.
3. Establish, within City policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of the service delivery methods and procedures; allocate resources accordingly.
4. Plan, direct and coordinate, through subordinate level managers, the Fire Departments work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with management staff to identify and resolve problems.
5. Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
6. Select, train, motivate and evaluate Fire Department personnel; provide or coordinate staff training; work with employees to correct deficiencies; recommend discipline and termination procedures.
7. Oversee and participate in the development and administration of the Fire Department budget; approve the forecast of funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
8. Explain, justify and defend Fire Department programs, policies and activities; negotiate and resolve sensitive and controversial issues.
9. Represent the Fire Department to other City departments. Elected officials and outside agencies; coordinate Fire Division activities with those of other departments and outside agencies and organizations.

10. Provide staff assistance to the City Manager and Executive Team; participate on a variety of boards, commissions and committees; prepare and present staff reports and other necessary correspondence.
11. Provide staff support to assigned boards and commissions.
12. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of fire suppression, fire prevention and rescue operations.
13. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
14. Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

1. Operations, services and activities of comprehensive fire suppression and prevention programs.
2. Methods and principles of fire suppression, fire investigation and fire prevention.
3. Labor laws and the ability to manage both volunteer/reserve and career personnel.
4. Management skills to analyze programs, policies and operational needs.
5. Principles and practices of program development and administration.
6. Principles and practices of municipal budget preparation and administration.
7. Principles of supervision, training and performance evaluation.
8. Pertinent Federal, State, and local laws, codes and regulations.

Ability to:

1. Function as Incident Commander on a wide variety of emergency incidents within an all-risk environment.
2. Plan, organize, direct and coordinate the work of lower level staff.
3. Select, supervise, train and evaluate staff.
4. Delegate authority and responsibility.
5. Respond to emergency situations on an on-call basis.
6. Lead and direct the operations, services, and activities of a municipal fire department.
7. Identify and respond to community and City Council issues, concerns and needs.
8. Develop and administer department goals, objectives and procedures.
9. Prepare clear and concise administrative and financial reports.
10. Prepare and administer large and complex budgets.
11. Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
12. Research, analyze and evaluate new service delivery methods and techniques.
13. Interpret and apply Federal, State and local policies, laws and regulations.
14. Communicate clearly and concisely, both orally and in writing.
15. Establish and maintain effective working relationships with those contacted in the course of work.
16. Maintain mental capacity, which allows the capacity to make sound decisions and demonstrate intellectual capabilities.
17. Maintain effective audio/visual discrimination and perception to the degree necessary for the successful performance of assigned duties.
18. Maintain physical condition appropriate to the performance of assigned duties and responsibilities.

Education and Experience

Any combination of experience and education/training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Six years of increasingly responsible fire suppression experience including two years of administrative and supervisory responsibility.

Education/Training:

Equivalent to a Bachelors degree from an accredited college or university with major course work in fire science, public or business administration, or a related field including, or supplemented by courses in fire administration.

License or Certificates

Possession of an appropriate, valid California drivers license and Possession of a valid Hazardous Materials on Scene Commander Certificate and Possession of a valid California State Chief Officer Certificate.

WORKING CONDITIONS**Environmental Conditions:**

Emergency firefighting environment including but not limited to; exposure to fire encompassed surroundings, dangerous persons and animals; hazards of emergency driving; hazards associated with traffic control and working near traffic; and natural and man-made disasters.

Physical Conditions:

Essential and marginal functions may require maintaining physical condition necessary for heavy, moderate or light lifting; walking, standing or sitting for prolonged periods of time; repeated bending; operating motorized equipment and vehicles.

**EMPLOYMENT AGREEMENT
FOR
Brian McMinn
Public Works Director**

THIS AGREEMENT is made and entered into on November 19, 2019 by and between the City of Marina, a California charter city, hereinafter referred to as "City," and Brian McMinn, hereinafter referred to as "Employee," as follows:

Recitals

- A. Employee has the requisite skill, training and experience to properly perform the services specified herein.
- B. City desires to retain Employee to provide the services as herein set forth.
- C. Employee has worked for the City as a full-time employee since October 17, 2016

Terms and Conditions

In consideration of the mutual provisions contained herein, City and Employee agree to the following terms and conditions:

- 1. **Scope of Services.** Employee is hereby hired and retained by the City to serve as the Public Works Director/City Engineer, as described in the approved job description for said position.
- 2. **Term.**
 - a) This Agreement shall be for an indefinite term and shall continue in effect until terminated by either party as described in paragraph 5 of this Agreement.
 - b) Employee understands and agrees that Employee may be terminated at the will of the City at any time with or without cause, subject only to the notice and severance pay provisions set forth in paragraph 4 of this Agreement. Employee agrees that none of the terms of this Agreement abrogate Employee's at-will status or interfere with the right of Employee to resign at any time from the position of Employee, subject only to the notice and severance provisions set forth in paragraph 4 of this Agreement.
- 3. **Compensation.**
 - a) For the services to be performed under this Agreement, City shall pay Employee a salary of \$14,933 per month for full time service and employment.
 - b) Employee shall be classified as Exempt under the Fair Labor Standards Act and shall be a confidential employee for all purposes.
 - c) Employee benefits will be provided as shown on Exhibit A. For the purposes of this agreement, the employee will be treated as a 16-year employee for leave benefits.
 - d) City shall provide employee with the use of an existing city-maintained vehicle, for use in the course of his employment and not for commuting or other personal use.
 - e) City shall provide the necessary telecommunications equipment and devices for Employee to use in the course of his employment. Such equipment provided to employee shall remain the

property of the City and to the best of the employee's ability, shall be returned in good condition in the event this contract is terminated for any reason.

f) City will pay Employee's professional license renewal fees, membership in professional associations, travel, conference and meeting expenses as approved by the City during the budget process.

4. Termination, Resignation, and Severance Pay.

- a) This agreement may be terminated by either party without cause upon thirty days' prior written notice.
- b) In the event this agreement is terminated by the City without cause, City shall pay Employee a lump sum cash payment severance equal to one month of Employee's salary, said amount shall be increased by one week for each year's service with the City, except as provided in paragraph 5 (e) below, and other payments due Employee under paragraph 4(b)
- c) Employee agrees that in the event Employee's employment is terminated, under no circumstances will Employee be able to contest the nature of Employee's at-will employment status, nor will Employee be entitled to raise the remedy of reinstatement in any administrative or legal forum. Employee agrees that the sole issue for resolution upon termination of Employee's employment agreement will be the extent of severance pay and/or other payments which are due Employee. Employee shall have no other right of action against the City as it relates to termination and severance.
- d) Pending the outcome of any dispute over the amount of severance pay, City may withhold any severance sums due Employee.
- e) In the event Employee voluntarily and without the official request of the City resigns his position, Employee shall give written notice to the City at least thirty days in advance of the final date of employment, unless the parties otherwise agree. In the event Employee resigns or is terminated for cause, the severance pay provisions of paragraph 5 (b) shall not apply.

5. Personnel Rules. Except as modified by this Agreement, Employee shall be subject to and comply with the City Personnel Manual, receipt of which is hereby acknowledged, including future changes as approved by the City Council.

6. Modification. This Agreement is not subject to amendment or modification except by a writing signed by the parties hereto.

7. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

8. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

9. Employee's Examination of Agreement. Employee acknowledges that Employee has had the right to examine this Agreement, has been advised that Employee may wish to consult with an attorney prior to entering into this Agreement and has read and understands all of the provision of

this Agreement.

10. Severability. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed to be severable and shall remain in full force and effect.

IN WITNESS WHEREOF, Employee and the City of Marina, by its duly authorized representative, have executed this Agreement on the date first hereinabove set forth at Marina, California.

CITY OF MARINA

EMPLOYEE

By _____
Layne Long
City Manager

Brian McMinn

Exhibit A
Benefit Description

1. Medical, Dental & Vision, Flexible Benefit Plan

- A. Effective January 1, 2020 the City of Marina will contribute 70% of the low-cost health plan's premium offered by CalPERS towards whatever plan the employee selects.

- B. The City shall pay Dental insurance premium per month as follows:

Dental Plan	Employee Only	Employee + 1	Employee + 2 or more
Premier Access	\$9.67	\$24.00	\$29.00

- C. The City shall pay vision insurance premium per month as follows:

Vision Plan	Employee Only	Employee + 1	Employee + 2 or more
Vision Service Plan	\$20.00	\$20.00	\$20.00

- D. Flexible Benefit Plan: The City shall implement a Section 125 Flexible Benefit Plan for the members of the Association, as follow”
- E. City shall provide an allowance of \$575 per month to each member for medical insurance and voluntary programs such as Dental insurance, Vision insurance and Long-Term Disability Insurance, Term Life Insurance, Medical Expense Reimbursement Account and Dependent Care Reimbursement account.
- F. The allowance must be applied toward payment of monthly premium for the PERS Health plan, previously described to all members for members and their families except a member may decline coverage for the member and/or a member's family if the member provides proof satisfactory to the City that the person for whom coverage is declined is covered under a qualifying group health insurance policy from another source.
- G. City shall offer Dental insurance, Vision insurance, Term Life insurance, Medical Expense Reimbursement and Dependent Care Reimbursement on a voluntary basis. At the members election, the cost of these benefits may be paid from any portion of the allowance described above or an offset to the members salary, if the combined cost of the benefits exceeds the allowance.
- H. If the allowance is in excess of the cost of all benefits, the difference may be taken in cash. Any amounts taken in cash will be paid out in a bi-monthly payment. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.
- I. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$2,160 annually (\$180 per month). A member may also pay into the Dependent Care Reimbursement Account which member may pay any amount not to exceed \$5,000 annually (\$416.66 per month). City shall prepare a Flexible Benefit Plan worksheet for distribution to

all members, which shall reflect the premiums for each element of the plan.

J. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan

K. City shall pay up to \$6.00 per member per month for the administrative fee Flexible Benefit Plan

2. **Life Insurance:** City will provide on behalf of the employee \$100,000.00 life insurance coverage at a City cost not to exceed \$45.00 per month.

3. **Retirement:** The City shall provide retirement benefits the employee under the Public Employees' Retirement System (PERS), as follows:

A. Retirement Plans

1. For non-public safety employee:

- a. Tier 1 – CalPERS 2% @ 55 provided to all miscellaneous member employees hired prior to December 31, 2012 or considered Classic members.
- b. Tier 2 – CalPERS 2% @ 62 plan will be provided to all miscellaneous members hired on or after January 1, 2013 who are new members as defined under the PEPRA.

2. For sworn public safety employee:

- a. Tier 1 – CalPERS 3% @ 50 provided to all members hired prior to December 31, 2012 or are considered Classic members.
- b. Tier 2 – CalPERS 2.7% @ 57 plan will be provided to all members hired on or after January 1, 2013 who are new members as defined under the PEPRA

B. Contributions

- a. Effective January 1, 2013 Tier 1 members will pay the full member contribution rate required by CalPERS
- b. Effective January 1, 2013, Tier 2 members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA

4. Survivor Benefits

A. The City amend the PERS contract to include 1959 Survivors Benefit Level four for the Association. The employee cost will be \$2.00 per month.

5. Holiday Schedule

- A. For each member of the group the following holiday schedule shall apply
 - Martin Luther King Jr. Birthday (3rd Monday of January)
 - Presidents Day (3rd Monday of February)

- Memorial Day (Last Monday of May)
- Independence Day (July 4)
- Labor Day (First Monday of September)
- Veterans Day (November 11)
- Thanksgiving Day and the next day (4th Thursday and next Friday of November)
- Winter Break (December 24 – January 1)

B. When one of the above designated holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday.

6. **Leaves:** The employee's leave shall accrue and be administered, as follows:

A. **Administrative Leave:** Employee shall receive two hundred (200) hours' yearly Administrative Leave, earned in a lump sum on July 1st of each year. Unused Administrative Leave to be paid at current salary upon termination of employment to a maximum of one hundred and sixty (160) hours.

Cash-out The City will pay employee at their request a maximum amount of one hundred (100) hours of administrative leave each fiscal year, at the employee's individual regular rate of pay.

B. **Personal Leave Time:** Employee shall accrue Personal Leave Time as in lieu of Sick and Vacation time. The accrual rate will be as follows.

First Through Fifth Year of Service. Twenty-two (22) working days per year.

Sixth Through Fifteenth Year of Service. Twenty-seven (27) working days per year.

Sixteenth Year of Service and On. Twenty (32) working days per year.

Personal Leave Time shall not accrue in excess of 960 hours. Upon resignation, employee shall receive compensation for unused Personal Leave Time to a maximum of 300 hours. Upon retirement, employee shall receive compensation for unused Personal Leave Time to a maximum of 800 hours.

Cash-out: The City will pay employee at their request a maximum amount of eighty (80) hours of personal leave each fiscal year, at the employee's individual regular rate of pay.

A. **Emergency Compensation:** For Personal Leave Time. Upon a written request certifying and explaining a health-related emergency, the City

Manager may authorize Employee to receive compensation for Personal Leave Time for a maximum of 80 hours.

7. **Physicals:**

- A. City shall pay up to \$300.00 for the cost of a physical examination for the Employee, on an annual basis.

8. **Training Day:**

- A. City shall budget \$500.00 for the Employee as Department Director Training Day

9. **Educational Programs:**

- A. The City will pay the tuition cost for educational programs in which the Employee participates, subject to the prior approval of the City Manager, provided the training is determined to be relevant to the Employee's job. The annual aggregate cost for tuition shall not exceed \$2,000.00.

10. **Longevity Compensation:**

- A. After ten (10) years of accumulated service with the City, the employee shall receive an additional five percent (5%) in salary.
- B. An advancement in longevity pay from 10 years to 9 years would go to employees who had an overall rating of "highly competent" on their most recent evaluation.

11. **Business Expense Allowance:** Employee shall receive a business expense allowance of \$50.00 per month.

12. **Non-Covered Items.** Items not covered in this agreement are governed by the City's Employee Handbook.

**EMPLOYMENT AGREEMENT
FOR
Matt Mogensen
Assistant City Manager**

THIS AGREEMENT is made and entered into on November 19, 2019 by and between the City of Marina, a California charter city, hereinafter referred to as “City,” and Matt Mogensen, hereinafter referred to as “Employee,” as follows:

Recitals

- A. Employee has the requisite skill, training and experience to properly perform the services specified herein.
- B. City desires to retain Employee to provide the services as herein set forth.
- C. Employee has worked for the City as a full-time employee since October 15, 2019.

Terms and Conditions

In consideration of the mutual provisions contained herein, City and Employee agree to the following terms and conditions:

- 1. **Scope of Services.** Employee is hereby hired and retained by the City to serve as the City’s Assistant City Manager.
- 2. **Term.**
 - a) This Agreement shall be for an indefinite term and shall continue in effect until terminated by either party as described in paragraph 5 of this Agreement.
 - b) Employee understands and agrees that Employee may be terminated at the will of the City at any time with or without cause, subject only to the notice and severance pay provisions set forth in paragraph 4 of this Agreement. Employee agrees that none of the terms of this Agreement abrogate Employee's at-will status or interfere with the right of Employee to resign at any time from the position of Employee, subject only to the notice and severance provisions set forth in paragraph 4 of this Agreement.
- 3. **Compensation.**
 - a) For the services to be performed under this Agreement, City shall pay Employee a salary of \$15,450 per month for full time service and employment.
 - b) Employee shall be classified as Exempt under the Fair Labor Standards Act and shall be a confidential employee for all purposes.
 - c) Employee benefits will be provided as shown on Exhibit A. For the purposes of this agreement, the employee will be treated as a 16-year employee for leave benefits.
 - d) City shall provide the necessary telecommunications equipment and devices for Employee to use in the course of his employment. Such equipment provided to employee shall remain the property of the City and to the best of the employee’s ability, shall be returned in good condition in the event this contract is terminated for any reason. Or, in-lieu the employee may receive a monthly, taxable, all inclusive stipend of \$25 per month.

- e) City will pay Employee's membership in professional associations, travel, conference and meeting expenses as approved by the City during the budget process.

4. Termination, Resignation, and Severance Pay.

- a) This agreement may be terminated by either party without cause upon thirty days' prior written notice.
- b) In the event this agreement is terminated by the City without cause, City shall pay Employee a lump sum cash payment severance equal to one month of Employee's salary, said amount shall be increased by one week for each year's service with the City, except as provided in paragraph 5 (e) below, and other payments due Employee under paragraph 4(b)
- c) Employee agrees that in the event Employee's employment is terminated, under no circumstances will Employee be able to contest the nature of Employee's at-will employment status, nor will Employee be entitled to raise the remedy of reinstatement in any administrative or legal forum. Employee agrees that the sole issue for resolution upon termination of Employee's employment agreement will be the extent of severance pay and/or other payments which are due Employee. Employee shall have no other right of action against the City as it relates to termination and severance.
- d) Pending the outcome of any dispute over the amount of severance pay, City may withhold any severance sums due Employee.
- e) In the event Employee voluntarily and without the official request of the City resigns his position, Employee shall give written notice to the City at least thirty days in advance of the final date of employment, unless the parties otherwise agree. In the event Employee resigns or is terminated for cause, the severance pay provisions of paragraph 5 (b) shall not apply.

5. Personnel Rules. Except as modified by this Agreement, Employee shall be subject to and comply with the City Personnel Manual, receipt of which is hereby acknowledged, including future changes as approved by the City Council.

6. Modification. This Agreement is not subject to amendment or modification except by a writing signed by the parties hereto.

7. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

8. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

9. Employee's Examination of Agreement. Employee acknowledges that Employee has had the right to examine this Agreement, has been advised that Employee may wish to consult with an attorney prior to entering into this Agreement and has read and understands all of the provision of this Agreement.

10. Severability. If any provision or any portion thereof contained in this Agreement is held to be

unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed to be severable and shall remain in full force and effect.

IN WITNESS WHEREOF, Employee and the City of Marina, by its duly authorized representative, have executed this Agreement on the date first hereinabove set forth at Marina, California.

CITY OF MARINA

EMPLOYEE

By _____
Layne Long
City Manager

Matt Mogensen

Exhibit A
Benefit Description

1. Medical, Dental & Vision, Flexible Benefit Plan

- A. Effective January 1, 2020 the City of Marina will contribute 70% of the low-cost health plan's premium offered by CalPERS towards whatever plan the employee selects.

- B. The City shall pay Dental insurance premium per month as follows:

Dental Plan	Employee Only	Employee + 1	Employee + 2 or more
Premier Access	\$9.67	\$24.00	\$29.00

- C. The City shall pay vision insurance premium per month as follows:

Vision Plan	Employee Only	Employee + 1	Employee + 2 or more
Vision Service Plan	\$20.00	\$20.00	\$20.00

- D. Flexible Benefit Plan: The City shall implement a Section 125 Flexible Benefit Plan for the members of the Association, as follow”
- E. City shall provide an allowance of \$575 per month to each member for medical insurance and voluntary programs such as Dental insurance, Vision insurance and Long-Term Disability Insurance, Term Life Insurance, Medical Expense Reimbursement Account and Dependent Care Reimbursement account.
- F. The allowance must be applied toward payment of monthly premium for the PERS Health plan, previously described to all members for members and their families except a member may decline coverage for the member and/or a member's family if the member provides proof satisfactory to the City that the person for whom coverage is declined is covered under a qualifying group health insurance policy from another source.
- G. City shall offer Dental insurance, Vision insurance, Term Life insurance, Medical Expense Reimbursement and Dependent Care Reimbursement on a voluntary basis. At the members election, the cost of these benefits may be paid from any portion of the allowance described above or an offset to the members salary, if the combined cost of the benefits exceeds the allowance.
- H. If the allowance is in excess of the cost of all benefits, the difference may be taken in cash. Any amounts taken in cash will be paid out in a bi-monthly payment. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.
- I. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$2,160 annually (\$180 per month). A member may also pay into the Dependent Care Reimbursement Account which member may pay any amount not to exceed \$5,000 annually (\$416.66 per month). City shall prepare a Flexible Benefit Plan worksheet for distribution to

all members, which shall reflect the premiums for each element of the plan.

J. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan

K. City shall pay up to \$6.00 per member per month for the administrative fee Flexible Benefit Plan

2. **Life Insurance:** City will provide on behalf of the employee \$100,000.00 life insurance coverage at a City cost not to exceed \$45.00 per month.

3. **Retirement:** The City shall provide retirement benefits the employee under the Public Employees' Retirement System (PERS), as follows:

A. Retirement Plans

1. For non-public safety employee:

- a. Tier 1 – CalPERS 2% @ 55 provided to all miscellaneous member employees hired prior to December 31, 2012 or considered Classic members.
- b. Tier 2 – CalPERS 2% @ 62 plan will be provided to all miscellaneous members hired on or after January 1, 2013 who are new members as defined under the PEPRA.

2. For sworn public safety employee:

- a. Tier 1 – CalPERS 3% @ 50 provided to all members hired prior to December 31, 2012 or are considered Classic members.
- b. Tier 2 – CalPERS 2.7% @ 57 plan will be provided to all members hired on or after January 1, 2013 who are new members as defined under the PEPRA

B. Contributions

- a. Effective January 1, 2013 Tier 1 members will pay the full member contribution rate required by CalPERS
- b. Effective January 1, 2013, Tier 2 members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA

4. Survivor Benefits

A. The City amend the PERS contract to include 1959 Survivors Benefit Level four for the Association. The employee cost will be \$2.00 per month.

5. Holiday Schedule

- A. For each member of the group the following holiday schedule shall apply
- Martin Luther King Jr. Birthday (3rd Monday of January)
 - Presidents Day (3rd Monday of February)

- Memorial Day (Last Monday of May)
- Independence Day (July 4)
- Labor Day (First Monday of September)
- Veterans Day (November 11)
- Thanksgiving Day and the next day (4th Thursday and next Friday of November)
- Winter Break (December 24 – January 1)

B. When one of the above designated holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday.

6. **Leaves:** The employee's leave shall accrue and be administered, as follows:

A. **Administrative Leave:** Employee shall receive two hundred (200) hours' yearly Administrative Leave, earned in a lump sum on July 1st of each year. Unused Administrative Leave to be paid at current salary upon termination of employment to a maximum of one hundred and sixty (160) hours.

Cash-out The City will pay employee at their request a maximum amount of one hundred (100) hours of administrative leave each fiscal year, at the employee's individual regular rate of pay.

B. **Personal Leave Time:** Employee shall accrue Personal Leave Time as in lieu of Sick and Vacation time. The accrual rate will be as follows.

First Through Fifth Year of Service. Twenty-two (22) working days per year.

Sixth Through Fifteenth Year of Service. Twenty-seven (27) working days per year.

Sixteenth Year of Service and On. Twenty (32) working days per year.

Personal Leave Time shall not accrue in excess of 960 hours. Upon resignation, employee shall receive compensation for unused Personal Leave Time to a maximum of 300 hours. Upon retirement, employee shall receive compensation for unused Personal Leave Time to a maximum of 800 hours.

Cash-out: The City will pay employee at their request a maximum amount of eighty (80) hours of personal leave each fiscal year, at the employee's individual regular rate of pay.

A. **Emergency Compensation:** For Personal Leave Time. Upon a written request certifying and explaining a health-related emergency, the City

Manager may authorize Employee to receive compensation for Personal Leave Time for a maximum of 80 hours.

7. **Physicals:**

- A. City shall pay up to \$300.00 for the cost of a physical examination for the Employee, on an annual basis.

8. **Training Day:**

- A. City shall budget \$500.00 for the Employee as Department Director Training Day

9. **Educational Programs:**

- A. The City will pay the tuition cost for educational programs in which the Employee participates, subject to the prior approval of the City Manager, provided the training is determined to be relevant to the Employee's job. The annual aggregate cost for tuition shall not exceed \$2,000.00.

10. **Longevity Compensation:**

- A. After ten (10) years of accumulated service with the City, the employee shall receive an additional five percent (5%) in salary.
- B. An advancement in longevity pay from 10 years to 9 years would go to employees who had an overall rating of "highly competent" on their most recent evaluation.

11. **Business Expense Allowance:** Employee shall receive a business expense allowance of \$50.00 per month.

12. **Non-Covered Items.** Items not covered in this agreement are governed by the City's Employee Handbook.

**EMPLOYMENT AGREEMENT
FOR
TINA NIETO
CHIEF OF POLICE**

THIS AGREEMENT is made and entered into on November 19, 2019 by and between the City of Marina, a California charter city, hereinafter referred to as “City,” and Tina Nieto, hereinafter referred to as “Employee,” as follows:

Recitals

- A. Employee has the requisite skill, training and experience to properly perform the services specified herein.
- B. City desires to retain Employee to provide the services as herein set forth.
- C. Employee has worked for the City of Marina since September 4, 2017.

Terms and Conditions

In consideration of the mutual provisions contained herein, City and Employee agree to the following terms and conditions:

- 1. **Scope of Services.** Employee is hereby hired and retained by the City to serve as the City’s Chief of Police, as described in the approved job description for said position.
- 2. **Term.**
 - a) This Agreement shall be for an indefinite term and shall continue in effect until terminated by either party as described in paragraph 5 of this Agreement.
 - b) Employee understands and agrees that Employee may be terminated at the will of the City at any time with or without cause, subject only to the notice and severance pay provisions set forth in paragraph 4 of this Agreement. Employee agrees that none of the terms of this Agreement abrogate Employee's at-will status or interfere with the right of Employee to resign at any time from the position of Employee, subject only to the notice and severance provisions set forth in paragraph 4 of this Agreement.
- 3. **Compensation.**
 - a) For the services to be performed under this Agreement, City shall pay Employee a salary of \$14,784 per month for full time service and employment.
 - b) Employee shall be classified as Exempt under the Fair Labor Standards Act and shall be a confidential employee for all purposes.
 - c) Employee benefits will be provided as shown in Exhibit A. For the purposes of this agreement, the employee will be classified as a 16-year employee for leave benefits.
 - d) City shall provide Employee with a vehicle, including all attendant operating and maintenance expenses, for her exclusive use, including commuting to and from the Police Department and/or other related police activities and reasonable personal use (for the purposes of this paragraph, is generally considered to be a driving distance of 60 miles from the City Civic Center). Because Employee is on 24 hour a day “on call status” in the event of

emergency, said vehicle will be unmarked and equipped with emergency equipment and radio as needed.

- e) City shall provide all uniforms and equipment necessary for Employee to perform her duties for City.
- f) City shall provide the necessary telecommunications equipment and devices for Employee to use in the course of her employment. Such equipment provided to employee shall remain the property of the City and to the best of the employee's ability, shall be returned in good condition in the event this contract is terminated for any reason.
- g) City will pay Employee's membership in professional associations, travel, conference and meeting expenses as approved by the City during the budget process.

4. Termination, Resignation, and Severance Pay.

- a) This agreement may be terminated by either party without cause upon thirty days' prior written notice.
- b) In the event this agreement is terminated by the City without cause, City shall pay Employee a lump sum cash payment severance equal to one month of Employee's salary, said amount shall be increased by one week for each year's service with the City, except as provided in paragraph 5 (e) below, and other payments due Employee under paragraph 4(b)
- c) Employee agrees that in the event Employee's employment is terminated, under no circumstances will Employee be able to contest the nature of Employee's at-will employment status, nor will Employee be entitled to raise the remedy of reinstatement in any administrative or legal forum. Employee agrees that the sole issue for resolution upon termination of Employee's employment agreement will be the extent of severance pay and/or other payments which are due Employee. Employee shall have no other right of action against the City as it relates to termination and severance.
- d) Pending the outcome of any dispute over the amount of severance pay, City may withhold any severance sums due Employee.
- e) In the event Employee voluntarily and without the official request of the City resigns her position, Employee shall give written notice to the City at least thirty days in advance of the final date of employment, unless the parties otherwise agree. In the event Employee resigns or is terminated for cause, the severance pay provisions of paragraph 5 (b) shall not apply.

5. Personnel Rules. Except as modified by this Agreement, Employee shall be subject to and comply with the City Personnel Manual, receipt of which is hereby acknowledged, including future changes as approved by the City Council.

6. Modification. This Agreement is not subject to amendment or modification except by a writing signed by the parties hereto.

7. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

8. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.
9. Employee's Examination of Agreement. Employee acknowledges that Employee has had the right to examine this Agreement, has been advised that Employee may wish to consult with an attorney prior to entering into this Agreement and has read and understands all of the provision of this Agreement.
10. Severability. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed to be severable and shall remain in full force and effect.

IN WITNESS WHEREOF, Employee and the City of Marina, by its duly authorized representative, have executed this Agreement on the date first hereinabove set forth at Marina, California.

CITY OF MARINA

EMPLOYEE

By _____
Layne Long,
City Manager

Tina Nieto

Exhibit A
Benefit Description

1. Medical, Dental & Vision, Flexible Benefit Plan

- A. Effective January 1, 2020 the City of Marina will contribute 70% of the low-cost health plan's premium offered by CalPERS towards whatever plan the employee selects.

- B. The City shall pay Dental insurance premium per month as follows:

Dental Plan	Employee Only	Employee + 1	Employee + 2 or more
Premier Access	\$9.67	\$24.00	\$29.00

- C. The City shall pay vision insurance premium per month as follows:

Vision Plan	Employee Only	Employee + 1	Employee + 2 or more
Vision Service Plan	\$20.00	\$20.00	\$20.00

- D. Flexible Benefit Plan: The City shall implement a Section 125 Flexible Benefit Plan for the members of the Association, as follow”
- E. City shall provide an allowance of \$575 per month to each member for medical insurance and voluntary programs such as Dental insurance, Vision insurance and Long-Term Disability Insurance, Term Life Insurance, Medical Expense Reimbursement Account and Dependent Care Reimbursement account.
- F. The allowance must be applied toward payment of monthly premium for the PERS Health plan, previously described to all members for members and their families except a member may decline coverage for the member and/or a member's family if the member provides proof satisfactory to the City that the person for whom coverage is declined is covered under a qualifying group health insurance policy from another source.
- G. City shall offer Dental insurance, Vision insurance, Term Life insurance, Medical Expense Reimbursement and Dependent Care Reimbursement on a voluntary basis. At the members election, the cost of these benefits may be paid from any portion of the allowance described above or an offset to the members salary, if the combined cost of the benefits exceeds the allowance.
- H. If the allowance is in excess of the cost of all benefits, the difference may be taken in cash. Any amounts taken in cash will be paid out in a bi-monthly payment. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.
- I. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$2,160 annually (\$180 per month). A member may also pay into the Dependent Care Reimbursement Account which member may pay any amount not to exceed \$5,000 annually (\$416.66 per month). City shall prepare a Flexible Benefit Plan worksheet for distribution to

all members, which shall reflect the premiums for each element of the plan.

J. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan

K. City shall pay up to \$6.00 per member per month for the administrative fee Flexible Benefit Plan

2. **Life Insurance:** City will provide on behalf of the employee \$100,000.00 life insurance coverage at a City cost not to exceed \$45.00 per month.

3. **Retirement:** The City shall provide retirement benefits the employee under the Public Employees' Retirement System (PERS), as follows:

A. Retirement Plans

1. For non-public safety employee:

- a. Tier 1 – CalPERS 2% @ 55 provided to all miscellaneous member employees hired prior to December 31, 2012 or considered Classic members.
- b. Tier 2 – CalPERS 2% @ 62 plan will be provided to all miscellaneous members hired on or after January 1, 2013 who are new members as defined under the PEPRA.

2. For sworn public safety employee:

- a. Tier 1 – CalPERS 3% @ 50 provided to all members hired prior to December 31, 2012 or are considered Classic members.
- b. Tier 2 – CalPERS 2.7% @ 57 plan will be provided to all members hired on or after January 1, 2013 who are new members as defined under the PEPRA

B. Contributions

- a. Effective January 1, 2013 Tier 1 members will pay the full member contribution rate required by CalPERS
- b. Effective January 1, 2013, Tier 2 members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA

4. **Survivor Benefits**

A. The City will amend the PERS contract to include 1959 Survivors Benefit Level four for the Association. The employee cost will be \$2.00 per month.

5. **Holiday Schedule**

- A. For each member of the group the following holiday schedule shall apply
- Martin Luther King Jr. Birthday (3rd Monday of January)
 - Presidents Day (3rd Monday of February)

- Memorial Day (Last Monday of May)
- Independence Day (July 4)
- Labor Day (First Monday of September)
- Veterans Day (November 11)
- Thanksgiving Day and the next day (4th Thursday and next Friday of November)
- Winter Break (December 24 – January 1)

B. When one of the above designated holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday.

6. **Leaves:** The employee's leave shall accrue and be administered, as follows:

A. **Administrative Leave:** Employee shall receive two hundred (200) hours' yearly Administrative Leave, earned in a lump sum on July 1st of each year. Unused Administrative Leave to be paid at current salary upon termination of employment to a maximum of one hundred and sixty (160) hours.

Cash-out The City will pay employee at their request a maximum amount of one hundred (100) hours of administrative leave each fiscal year, at the employee's individual regular rate of pay.

B. **Personal Leave Time:** Employee shall accrue Personal Leave Time as in lieu of Sick and Vacation time. The accrual rate will be as follows.

First Through Fifth Year of Service. Twenty-two (22) working days per year.

Sixth Through Fifteenth Year of Service. Twenty-seven (27) working days per year.

Sixteenth Year of Service and On. Twenty (32) working days per year.

Personal Leave Time shall not accrue in excess of 960 hours. Upon resignation, employee shall receive compensation for unused Personal Leave Time to a maximum of 300 hours. Upon retirement, employee shall receive compensation for unused Personal Leave Time to a maximum of 800 hours.

Cash-out: The City will pay employee at their request a maximum amount of eighty (80) hours of personal leave each fiscal year, at the employee's individual regular rate of pay.

A. **Emergency Compensation:** For Personal Leave Time. Upon a written request certifying and explaining a health-related emergency, the City

Manager may authorize Employee to receive compensation for Personal Leave Time for a maximum of 80 hours.

7. **Physicals:**

- A. City shall pay up to \$300.00 for the cost of a physical examination for the Employee, on an annual basis.

8. **Training Day:**

- A. City shall budget \$500.00 for the Employee as Department Director Training Day

9. **Educational Programs:**

- A. The City will pay the tuition cost for educational programs in which the Employee participates, subject to the prior approval of the City Manager, provided the training is determined to be relevant to the Employee's job. The annual aggregate cost for tuition shall not exceed \$2,000.00.

10. **Longevity Compensation:**

- A. After ten (10) years of accumulated service with the City, the employee shall receive an additional five percent (5%) in salary.
- B. An advancement in longevity pay from 10 years to 9 years would go to employees who had an overall rating of "highly competent" on their most recent evaluation.

11. **Business Expense Allowance:** Employee shall receive a business expense allowance of \$50.00 per month.

12. **Non-Covered Items.** Items not covered in this agreement are governed by the City's Employee Handbook.

**EMPLOYMENT AGREEMENT
FOR
Terry Siegrist
Recreation and Cultural Services Director**

THIS AGREEMENT is made and entered into on November 19, 2019 by and between the City of Marina, a California charter city, hereinafter referred to as "City," and Matt Mogensen, hereinafter referred to as "Employee," as follows:

Recitals

- A. Employee has the requisite skill, training and experience to properly perform the services specified herein.
- B. City desires to retain Employee to provide the services as herein set forth.
- C. Employee has worked for the City as a full-time employee since August 1, 2006.

Terms and Conditions

In consideration of the mutual provisions contained herein, City and Employee agree to the following terms and conditions:

- 1. **Scope of Services.** Employee is hereby hired and retained by the City to serve as the City's Assistant City Manager.
- 2. **Term.**
 - a) This Agreement shall be for an indefinite term and shall continue in effect until terminated by either party as described in paragraph 5 of this Agreement.
 - b) Employee understands and agrees that Employee may be terminated at the will of the City at any time with or without cause, subject only to the notice and severance pay provisions set forth in paragraph 4 of this Agreement. Employee agrees that none of the terms of this Agreement abrogate Employee's at-will status or interfere with the right of Employee to resign at any time from the position of Employee, subject only to the notice and severance provisions set forth in paragraph 4 of this Agreement.
- 3. **Compensation.**
 - a) For the services to be performed under this Agreement, City shall pay Employee a salary of \$12,479 per month for full time service and employment.
 - b) Employee shall be classified as Exempt under the Fair Labor Standards Act and shall be a confidential employee for all purposes.
 - c) City shall provide the necessary telecommunications equipment and devices for Employee to use in the course of his employment. Such equipment provided to employee shall remain the property of the City and to the best of the employee's ability, shall be returned in good condition in the event this contract is terminated for any reason. Or, in-lieu the employee may receive a monthly, taxable, all inclusive stipend of \$25 per month.
 - d) City will pay Employee's membership in professional associations, travel, conference and meeting expenses as approved by the City during the budget process.

4. Termination, Resignation, and Severance Pay.

- a) This agreement may be terminated by either party without cause upon thirty days' prior written notice.
- b) In the event this agreement is terminated by the City without cause, City shall pay Employee a lump sum cash payment severance equal to one month of Employee's salary, said amount shall be increased by one week for each year's service with the City, except as provided in paragraph 5 (e) below, and other payments due Employee under paragraph 4(b)
- c) Employee agrees that in the event Employee's employment is terminated, under no circumstances will Employee be able to contest the nature of Employee's at-will employment status, nor will Employee be entitled to raise the remedy of reinstatement in any administrative or legal forum. Employee agrees that the sole issue for resolution upon termination of Employee's employment agreement will be the extent of severance pay and/or other payments which are due Employee. Employee shall have no other right of action against the City as it relates to termination and severance.
- d) Pending the outcome of any dispute over the amount of severance pay, City may withhold any severance sums due Employee.
- e) In the event Employee voluntarily and without the official request of the City resigns his position, Employee shall give written notice to the City at least thirty days in advance of the final date of employment, unless the parties otherwise agree. In the event Employee resigns or is terminated for cause, the severance pay provisions of paragraph 5 (b) shall not apply.

5. Personnel Rules. Except as modified by this Agreement, Employee shall be subject to and comply with the City Personnel Manual, receipt of which is hereby acknowledged, including future changes as approved by the City Council.

6. Modification. This Agreement is not subject to amendment or modification except by a writing signed by the parties hereto.

7. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

8. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

9. Employee's Examination of Agreement. Employee acknowledges that Employee has had the right to examine this Agreement, has been advised that Employee may wish to consult with an attorney prior to entering into this Agreement and has read and understands all of the provision of this Agreement.

10. Severability. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed to be severable and shall remain in full force and effect.

IN WITNESS WHEREOF, Employee and the City of Marina, by its duly authorized representative, have executed this Agreement on the date first hereinabove set forth at Marina, California.

CITY OF MARINA

EMPLOYEE

By _____
Layne Long
City Manager

Terry Siegrist

Exhibit A
Benefit Description

1. Medical, Dental & Vision, Flexible Benefit Plan

- A. Effective January 1, 2020 the City of Marina will contribute 70% of the low-cost health plan's premium offered by CalPERS towards whatever plan the employee selects.

- B. The City shall pay Dental insurance premium per month as follows:

Dental Plan	Employee Only	Employee + 1	Employee + 2 or more
Premier Access	\$9.67	\$24.00	\$29.00

- C. The City shall pay vision insurance premium per month as follows:

Vision Plan	Employee Only	Employee + 1	Employee + 2 or more
Vision Service Plan	\$20.00	\$20.00	\$20.00

- D. Flexible Benefit Plan: The City shall implement a Section 125 Flexible Benefit Plan for the members of the Association, as follow”
- E. City shall provide an allowance of \$575 per month to each member for medical insurance and voluntary programs such as Dental insurance, Vision insurance and Long-Term Disability Insurance, Term Life Insurance, Medical Expense Reimbursement Account and Dependent Care Reimbursement account.
- F. The allowance must be applied toward payment of monthly premium for the PERS Health plan, previously described to all members for members and their families except a member may decline coverage for the member and/or a member's family if the member provides proof satisfactory to the City that the person for whom coverage is declined is covered under a qualifying group health insurance policy from another source.
- G. City shall offer Dental insurance, Vision insurance, Term Life insurance, Medical Expense Reimbursement and Dependent Care Reimbursement on a voluntary basis. At the members election, the cost of these benefits may be paid from any portion of the allowance described above or an offset to the members salary, if the combined cost of the benefits exceeds the allowance.
- H. If the allowance is in excess of the cost of all benefits, the difference may be taken in cash. Any amounts taken in cash will be paid out in a bi-monthly payment. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.
- I. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$2,160 annually (\$180 per month). A member may also pay into the Dependent Care Reimbursement Account which member may pay any amount not to exceed \$5,000 annually (\$416.66 per month). City shall prepare a Flexible Benefit Plan worksheet for distribution to

all members, which shall reflect the premiums for each element of the plan.

J. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan

K. City shall pay up to \$6.00 per member per month for the administrative fee Flexible Benefit Plan

2. **Life Insurance:** City will provide on behalf of the employee \$100,000.00 life insurance coverage at a City cost not to exceed \$45.00 per month.

3. **Retirement:** The City shall provide retirement benefits the employee under the Public Employees' Retirement System (PERS), as follows:

A. Retirement Plans

1. For non-public safety employee:

- a. Tier 1 – CalPERS 2% @ 55 provided to all miscellaneous member employees hired prior to December 31, 2012 or considered Classic members.
- b. Tier 2 – CalPERS 2% @ 62 plan will be provided to all miscellaneous members hired on or after January 1, 2013 who are new members as defined under the PEPRA.

2. For sworn public safety employee:

- a. Tier 1 – CalPERS 3% @ 50 provided to all members hired prior to December 31, 2012 or are considered Classic members.
- b. Tier 2 – CalPERS 2.7% @ 57 plan will be provided to all members hired on or after January 1, 2013 who are new members as defined under the PEPRA

B. Contributions

- a. Effective January 1, 2013 Tier 1 members will pay the full member contribution rate required by CalPERS
- b. Effective January 1, 2013, Tier 2 members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA

4. Survivor Benefits

A. The City amend the PERS contract to include 1959 Survivors Benefit Level four for the Association. The employee cost will be \$2.00 per month.

5. Holiday Schedule

- A. For each member of the group the following holiday schedule shall apply
- Martin Luther King Jr. Birthday (3rd Monday of January)
 - Presidents Day (3rd Monday of February)

- Memorial Day (Last Monday of May)
- Independence Day (July 4)
- Labor Day (First Monday of September)
- Veterans Day (November 11)
- Thanksgiving Day and the next day (4th Thursday and next Friday of November)
- Winter Break (December 24 – January 1)

B. When one of the above designated holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday.

6. **Leaves:** The employee's leave shall accrue and be administered, as follows:

A. **Administrative Leave:** Employee shall receive two hundred (200) hours' yearly Administrative Leave, earned in a lump sum on July 1st of each year. Unused Administrative Leave to be paid at current salary upon termination of employment to a maximum of one hundred and sixty (160) hours.

Cash-out The City will pay employee at their request a maximum amount of one-hundred-eighty (180) hours of administrative leave each fiscal year, at the employee's individual regular rate of pay.

B. **Personal Leave Time:** Employee shall accrue Personal Leave Time as in lieu of Sick and Vacation time. The accrual rate will be as follows.

First Through Fifth Year of Service. Twenty-two (22) working days per year.

Sixth Through Fifteenth Year of Service. Twenty-seven (27) working days per year.

Sixteenth Year of Service and On. Twenty (32) working days per year.

Personal Leave Time shall not accrue in excess of 960 hours. Upon resignation, employee shall receive compensation for unused Personal Leave Time to a maximum of 300 hours. Upon retirement, employee shall receive compensation for unused Personal Leave Time to a maximum of 800 hours.

Cash-out: The City will pay employee at their request a maximum amount of eighty (80) hours of personal leave each fiscal year, at the employee's individual regular rate of pay.

A. **Emergency Compensation:** For Personal Leave Time. Upon a written request certifying and explaining a health-related emergency, the City

Manager may authorize Employee to receive compensation for Personal Leave Time for a maximum of 80 hours.

7. **Physicals:**

- A. City shall pay up to \$300.00 for the cost of a physical examination for the Employee, on an annual basis.

8. **Training Day:**

- A. City shall budget \$500.00 for the Employee as Department Director Training Day

9. **Educational Programs:**

- A. The City will pay the tuition cost for educational programs in which the Employee participates, subject to the prior approval of the City Manager, provided the training is determined to be relevant to the Employees job. The annual aggregate cost for tuition shall not exceed \$2,000.00.

10. **Longevity Compensation:**

- A. After ten (10) years of accumulated service with the City, the employee shall receive an additional five percent (5%) in salary.
- B. An advancement in longevity pay from 10 years to 9 years would go to employees who had an overall rating of "highly competent" on their most recent evaluation.

11. **Business Expense Allowance:** Employee shall receive a business expense allowance of \$50.00 per month.

12. **Non-Covered Items.** Items not covered in this agreement are governed by the City's Employee Handbook.

Exhibit B
Police Chief Salary Survey

Salary Survey			
May-19		Police Chief	
City	POPULATION - 2017	Actual Salary	Compare to top step
Marina	22,145	14,323	14,323
Gilroy	56,664		16,680
Hollister	38,404	14,612	
Monterey	28,639	17,606	
Pacific Grove	15,698		16,104
Salinas	157,596		17,196
Seaside	34,150	15,298	
San Luis Obispo	47,541		16,969
Watsonville	54,098		15,463
Average		15,460	16,123
Diff Avg \$		(1,137)	(1,800)
Diff. from Avg. %		-7.4%	-11.2%
Median		14,955	16,392
Diff Med \$		(632)	(2,069)
Diff. from Median %		-4.2%	-12.6%
Adjustment for Cash Outs (5.6%)			
Average		-1.8%	-5.6%
Median		1.4%	-7.0%
Averaged			-3.7%
Average Median			-2.8%

Date November 22, 2019

Item No: **11a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 3, 2019

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2019-,
AUTHORIZING THE CITY MANAGER TO SIGN EMPLOYMENT
CONTRACTS WITH ALL OF THE CITY'S DIRECTORS**

REQUEST:

It is requested that the City Council:

1. Adopt Resolution No. 2091, to Maintain the established the Director's Broad Band monthly salary range (\$10,279 to \$17,546) but provide a 3% cost of living adjustment as of July 8, 2019 for all directors within the broad band.
2. Acknowledge an equity adjustment for the Chief of Police of 2.8%.
3. Ratify the current director contracts in open session.

BACKGROUND:

The City of Marina City Council has delegated all hiring authority to the City Manager including director positions of Assistant City Manager, Police Chief, Fire Chief, Finance Director, Public Works Director, Community Development Director and Recreation Director. Most City employees have Memorandum of Understanding (MOU) agreement which specifies salaries, benefits, terms and conditions of employment. In contrast, the directors have specific contracts which in the past were based on a directors' MOU.

Further, most Marina employees have a Council approved 5-step salary range. In contrast, the directors' employment contracts have a Council adopted broadband salary range. When a new director is hired, he or she is hired within the broadband salary range dependent on his or her position, experience, skills and abilities.

As with other City MOUs, staff has been cleaning up some items in the directors' benefits and conditions of employment. These clean-up items are reflected in the attached director contracts which are presented to Council for ratification.

The current director broadband salary range is \$10,279 to \$17,576. The range is sufficient for the City to be able to recruit and maintain competitive director salaries.

ANALYSIS:

The San Francisco June to June 2019 CPI increased 3.2%. Consistent with other employee cost of living adjustments for fiscal year 2019-2020, it is recommended that all director salaries be increased by 3%, shown in Table I, Proposed Monthly Salary Increases.

Table I
Proposed Monthly Salary Increases

Name	Director	Current	Increase	Equity	Proposed	Proposed
		Monthly	3.0%	Adj. 2.8%		Round
Matt Mogensen	Assistant CM	15,000	450		15,450	15,450
Brian McMinn	Public Works	14,498	435		14,933	14,934
Tina Nieto	Police Chief	13,973	419	391	14,784	14,784
Eric Frost	Finance Director	14,167	425		14,592	14,592
Freg Aegerter	Community Development	13,931	418		14,349	14,349
Doug McCoun	Fire Chief	13,573	407		13,980	13,981
Terry Siegrist	Recreation	11,538	346		11,884	11,884

In addition, the City will pay 70% of the low-cost CalPERS option offered each year. Currently, the City pays a fixed amount which also happens to be approximately 70% of CalPERS Select, the low-cost option for health plans available for City employees. This change will not have an immediate cost but will mean that going into the future, the City will pick up of 70% of premium cost increases and the employee will pay 30% of cost increases.

Each of the contracts are attached. **EXHIBIT A, Benefit Description**, outlines the basic director's benefits. Some of the directors have special provisions because of their work, such as the Fire Chief's ability to serve on State Strike Teams, responding to wildfires. Director Siegrist has a higher sell back option on his administrative leave time (180 hours annually instead of 100 hours) because the higher rate had been granted him at the time of his employment.

Finally, directors do not have merit step increases. However, the City does review the relative pay of directors compared to other local jurisdictions. Based upon that review, the Police Chief's contract is proposed to increase another 2.8% as an equity adjustment, as shown in **EXHIBIT B, Police Chief Salary Survey**.

These changes are effective as of July 8, 2019, the first full pay period in July.

FISCAL IMPACT:

The annual salary cost of this change is \$40,000. Benefit costs will increase by \$6,500 a year.

CONCLUSION:

This report is presented for Council's consideration.

Respectfully submitted,

Eric Frost
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

SOURCE OF FUNDING: Mainly the General Fund.