

RESOLUTION NO. 2016-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING CONTRACT AMENDMENTS AND AMENDMENTS OR ADDITIONS TO THE CLASSIFICATION AND COMPENSATION PLANS TO INCREASE THE SALARIES OF THE POLICE CHIEF AND RECREATION AND CULTURAL SERVICES DIRECTOR; AND, AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACTS; AND, AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE APPROPRIATE BUDGETARY ADJUSTMENTS

WHEREAS, In 2007 the City Council eliminated the five (5) step salary range for FLSA exempt “at-will” unrepresented Executive Classifications (Director Positions) and replaced it with a broadband salary range (Exhibit A). The broadband band salary has been adjusted along with the salary ranges of other city employees since 2007 and the following table is the current salary range.

**Broadband Salary Range (per month)**

Year	Base Step	Top Step (Control Point)
2007	\$8,153	\$13,918
2015	\$9,088	\$15,513

; and

WHEREAS, The City has completed a review of salaries of all city job classifications (including the Police Chief and Recreation and Cultural Services Director) within our competitive labor market. The City’s competitive labor market includes but is not necessarily limited to the following cities: Seaside, Salinas, Monterey, Pacific Grove, Hollister, Gilroy, Morgan Hill, Paso Robles, San Luis Obispo, Watsonville and Santa Cruz. Additionally, the city has reviewed the internal alignment with these job classifications and is proposing the following salary adjustments:

1. Increase the Police Chief salary from \$12,282 per month to \$13,510. The City continues to pay 4.5% of the employee portion of their retirement contribution, so the effective comparison with this monthly salary when comparing it to other agencies is \$14,118 (13,510 \* 4.5%).
2. Increase the Recreation and Cultural Services Director salary from \$9,905 per month to \$10,300. The City continues to pay 3.5% of the employee portion of their retirement contribution, so the effective comparison with this monthly salary when comparing it to other agencies is \$10,660 (10,300 \* 3.5%).

WHEREAS, these proposed changes will move these classifications towards the middle of the competitive market in their respective salary ranges. These proposed changes are also within the approved broadband salary range. The effective date of the proposed changes will be the next payroll date; and

WHEREAS, the estimated fiscal impact this current fiscal year will be \$8,450 for these proposed changes. There is fund balance from the current Fiscal Year 2015/16 Budget to fund these proposed changes.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Marina that it does hereby:

1. Adopt Resolution No. 2016-04, Amendment to the employment contract of the Police Chief establishing a new monthly salary of \$13,510 per month.
2. Amendment to the Compensation Plan for Executive Classifications (current monthly salary range is (\$9,088 - \$15,513) establishing a new monthly salary of \$13,510 within this salary range for Police Chief.
3. Amendment to the employment contract of the Recreation and Cultural Services Director establishing a new monthly salary of \$10,300 per month.
4. Amendment to the Compensation Plan for Executive Classifications (current monthly salary range is (\$9,088 - \$15,513) establishing a new monthly salary of \$10,300 within this salary range Recreation & Cultural Services Director.
5. Authorize the City Manager to execute the contract amendments
6. Authorize the Finance Director to make appropriate accounting and budgetary adjustments.

PASSED AND ADOPTED by the City Council of the City of Marina at a special meeting duly held on this 12<sup>th</sup> day of January, 2016 by the following vote:

AYES, COUNCIL MEMBERS: Amadeo, Brown, Morton, Delgado

NOES, COUNCIL MEMBERS: O'Connell

ABSTAIN, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

---

Bruce C. Delgado, Mayor

ATTEST:

---

Anita Sharp, Deputy City Clerk

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of January 12, 2016

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-  
APPROVING CONTRACT AMENDMENTS AND AMENDMENTS OR  
ADDITIONS TO THE CLASSIFICATION AND COMPENSATION PLANS  
TO INCREASE THE SALARIES OF THE POLICE CHIEF AND  
RECREATION AND CULTURAL SERVICES DIRECTOR; AND,  
AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACTS;  
AND, AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE  
APPROPRIATE BUDGETARY ADJUSTMENTS**

**RECOMMENDATIONS**

It is requested that the City Council consider adopting Resolution No. 2016- approving:

1. Amendment to the employment contract of the Police Chief establishing a new monthly salary of \$13,510 per month.
2. Amendment to the Compensation Plan for Executive Classifications (current monthly salary range is (\$9,088 - \$15,513) establishing a new monthly salary of \$13,510 within this salary range for Police Chief.
3. Amendment to the employment contract of the Recreation and Cultural Services Director establishing a new monthly salary of \$10,300 per month.
4. Amendment to the Compensation Plan for Executive Classifications (current monthly salary range is (\$9,088 - \$15,513) establishing a new monthly salary of \$10,300 within this salary range for Recreation & Cultural Services Director.
5. Authorize the City Manager to execute the contract amendments
6. Authorize the Finance Director to make appropriate accounting and budgetary adjustments.

**BACKGROUND**

In 2007 the City Council eliminated the five (5) step salary range for FLSA exempt “at-will” unrepresented Executive Classifications (Director Positions) and replaced it with a broadband salary range (“**EXHIBIT A**”). The broadband band salary has been adjusted along with the salary ranges of other city employees since 2007 and the following table is the current salary range.

**Broadband Salary Range (per month)**

Year	Base Step	Top Step (Control Point)
2007	\$8,153	\$13,918
2015	\$9,088	\$15,513

## **ANALYSIS**

The City has completed a review of salaries of all city job classifications (including the Police Chief and Recreation and Cultural Services Director) within our competitive labor market. The City's competitive labor market includes but is not necessarily limited to the following cities: Seaside, Salinas, Monterey, Pacific Grove, Hollister, Gilroy, Morgan Hill, Paso Robles, San Luis Obispo, Watsonville and Santa Cruz. Additionally, the city has reviewed the internal alignment with these job classifications and is proposing the following salary adjustments:

1. Increase the Police Chief salary from \$12,282 per month to \$13,510. The City continues to pay 4.5% of the employee portion of their retirement contribution, so the effective comparison with this monthly salary when comparing it to other agencies is \$14,118 ( $13,510 * 4.5\%$ ).
2. Increase the Recreation and Cultural Services Director salary from \$9,905 per month to \$10,300. The City continues to pay 3.5% of the employee portion of their retirement contribution, so the effective comparison with this monthly salary when comparing it to other agencies is \$10,660 ( $10,300 * 3.5\%$ ).

These proposed changes will move these classifications towards the middle of the competitive market in their respective salary ranges. These proposed changes are also within the approved broadband salary range. The effective date of the proposed changes will be the next payroll date.

Also included are copies of the employment agreements for the Police Chief and Recreation & Cultural Services Director ("**EXHIBIT B**") and the proposed amendments to these agreements.

## **FISCAL IMPACT**

The estimated fiscal impact this current fiscal year will be \$8,450 for these proposed changes. There is fund balance from the current Fiscal Year 2015/16 Budget to fund these proposed changes.

Respectfully submitted,

---

Layne P. Long  
City Manager  
City of Marina

RESOLUTION NO. 2007-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
AMENDING CITY CLASSIFICATION AND COMPENSATION PLANS AND  
APPROVING RESTRUCTURED COMPENSATION PLAN FOR FLSA EXEMPT  
“AT-WILL”, UNREPRESENTED EXECUTIVE CLASSIFICATIONS

WHEREAS, At the regular meeting of June 20, 2006, the City Council adopted Resolution No. 2006- 155 approving the FY 2006-07 budget for the City of Marina. As a consequence of the adoption of the FY 2006-07 budget positions within the executive classifications were funded; and,

WHEREAS, the Interim Human Resource Director surveyed the market to compare similar compensation structures for FLSA exempt at-will, executive unrepresented classifications; and,

WHEREAS, The proposed new executive compensation structure requires an adjustment to the City’s Classification and Compensation Plan; and,

WHEREAS, The respective compensation range is based on a market survey of Executive classifications obtained from the City’s survey cities, including Hollister, Gilroy, Monterey, Morgan Hill, Paso Robles, Seaside, San Luis Obispo, Santa Cruz, Soledad, and Watsonville; and,

WHEREAS, the Interim Human Resources Director will adjust the City’s Classification and Compensation Plans to reflect the new broad band compensation structure for FLSA exempt at-will, unrepresented executive classifications; and

WHEREAS, funding for each respective position within the “broad band” Compensation Plan is included in the 2006-07 Budget in the Personnel Salaries Accounts, and no salary adjustments for incumbents are requested at this time.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Amend City Job Classification and Compensation Plans, and;
2. Approve restructured compensation plan for FLSA exempt “at-will”, unrepresented Executive classifications.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on June 5, 2007 by the following vote:

AYES, COUNCIL MEMBERS: Gray, McCall, Wilmot and Mettee-McCutchon

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

\_\_\_\_\_  
Ila Mettee-McCutchon, Mayor

ATTEST:

\_\_\_\_\_  
Joy P. Junsay, City Clerk

**EXHIBIT A**

**RECOMMENDED COMPENSATION STRUCTURE  
FOR EXECUTIVE CLASSIFICATIONS**

<b>MARINA'S EXECUTIVE CLASSIFICATIONS</b>	<b>BROAD BAND RANGE</b>
Assistant City Manager	<p data-bbox="927 821 1247 932"><b>Top Step/Control Point</b> \$13,918 Per Month (\$167,016 Annually)</p> <p data-bbox="959 1044 1214 1155"><b>Base Step</b> \$8153 Per Month (\$97,836 Annually)</p>
Finance Director	
Development Services Director	
Community Development Director	
Human Resources/Risk Management Director	
Police Chief	
Recreation and Cultural Services Director	
Fire Chief*	
City Clerk**	

**Represented Executive Classifications**

\* Fire Chief – Salary and benefit adjustments are currently administered under the Management Employee’s Association MOU until pending department reorganization and Planned reclassification of this position.

\*\* City Clerk – Salary and benefit adjustments are currently administered under the Director’s MOU.

**EMPLOYMENT AGREEMENT  
FOR  
CHIEF OF POLICE**

THIS AGREEMENT is made and entered into on December 20, 2006 by and between the City of Marina, a California charter city, hereinafter referred to as "City," and Edmundo Rodriguez, 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.

**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. 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. Commencement of Services. Employee will commence work on the services to be provided hereunder on December 20, 2006.

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 \$10,027.00 per month for full time service and employment. Salary may be adjusted in the future as adjustments are made to the Salary Schedule for all City employees.

b) Employee shall be classified as exempt under the Fair Labor Standards Act and shall be a confidential employee for all purposes. Employee shall not be a member of the Department Directors informal employee organization or bargaining unit, but shall have the same fringe benefits as do members of the Department Directors informal employee organization or bargaining unit as specified in the current Memorandum of Understanding ("MOU"), except as otherwise specifically described in this Agreement.

c) City will provide and pay the employee and employer contributions for PERS 3% at age 50 retirement (CHP Plan) for Employee.

d) City shall provide Employee with a police vehicle, including all attendant operating and maintenance expenses, for his exclusive use, including commuting to and from the Police Division and/or other related police 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 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 a cellular telephone and any other telecommunications equipment and devices for Employee to use in the course of his employment. Such equipment and devices shall remain the property of the City of Marina and shall be returned in good working condition in the event this employment 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) City shall provide Employee an Educational Incentive, which shall ensure Employee meets and maintains the specialized and unique professional standards directly related to oversight of a major law enforcement agency. The incentive shall be provided as a percent of base pay at the rate of 2.5% for Master's Degree in Public Administration.

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 cash lump sum severance payment equal to one month of Employee's salary. Said amount, shall be increased by one month for each year's service with the City up to a maximum of three (3) months, except as provided for 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, including but not limited to misconduct, the severance pay provisions of paragraph 5.b. shall not apply.

6. 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.

7. 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.

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

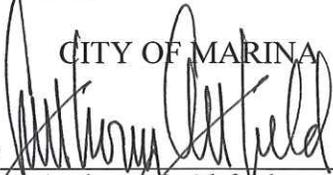
9. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement,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

10. 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.

11. 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.

12. 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  
By   
\_\_\_\_\_  
Anthony J. Altfield,  
City Manager

EMPLOYEE  
  
\_\_\_\_\_  
Edmundo Rodriguez

Pursuant to Resolution No. 2006-331

AMENDMENT NO. 1  
TO  
EMPLOYMENT AGREEMENT  
FOR  
CHIEF OF POLICE

In consideration of the mutual promises contained herein, City and Employee agree that the Terms and Conditions set forth herein are incorporated into the Agreement for Employment for Chief of Police between City and Employee dated December 20, 2006. Only the numbered sub-paragraph of said Agreement which is being modified or otherwise revised, is set forth in this Amendment.

Paragraph 4. Compensation.

a) Effective January 17, 2016 for the services to be performed under this Agreement, City shall pay Employee a salary of \$13,510 per month for full time service and employment. Pursuant to Resolution 2007 -115 and any successor Resolution adopted by the City Council, salary may be adjusted in the future. In addition, salary may be adjusted in the future as adjustments are made to the Salary Schedule for members of the Department Directors informal employee organization or bargaining unit.

IN WITNESS WHEREOF, Employee and the City of Marina, by its duly authorized representative, have executed this Agreement on the dates first written below.

CITY OF MARINA

EMPLOYEE

By \_\_\_\_\_  
Layne Long,  
City Manager

\_\_\_\_\_  
Edmundo Rodriguez

Dated: January \_\_, 2016

Dated: January \_\_, 2016

Pursuant to Resolution No. 2016-\_04

ATTEST:

\_\_\_\_\_  
Anita Sharp, Deputy City Clerk

APPROVED AS TO FORM:

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

file 4/20/06

**EMPLOYMENT AGREEMENT FOR  
RECREATION AND CULTURAL SERVICES DIRECTOR**

THIS AGREEMENT is made and entered into on July 19<sup>th</sup>, 2006, by and between the City of Marina, a California charter city, hereinafter referred to as "City," and Terry Siegrist, 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.

**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 Recreation and Cultural Services 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. Commencement of Services. Employee will commence work on the services to be provided hereunder on ~~July 19, 2006~~: AUGUST 1, 2006 (initials) 7.10.06 (initials)

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 \$7,494.00 per month. Salary may be adjusted in the future as adjustments are made to the Salary Schedule for all City employees.

b) Employee shall be classified as exempt under the Fair Labor Standards Act and shall be a confidential employee for all purposes. Employee shall not be a member of the Department Directors informal employees organization but shall have the same fringe benefits as specified in the Department Directors informal employee organization Memorandum of Understanding ("Directors MOU"), except as otherwise specifically described in this Agreement or unless negotiated otherwise.

c) 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 to be increased by one week for each year's service with the City, 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.

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.

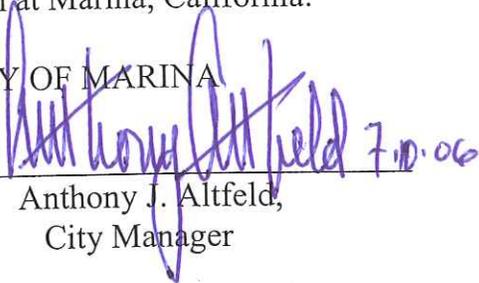
10. Employee's Examination of Agreement. Employee acknowledges that Employee has had the right to examine this Agreement, has been advised that Employee may wish to consult with an attorney prior to entering into this Agreement and has read and understands all of the provision of this Agreement.

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.

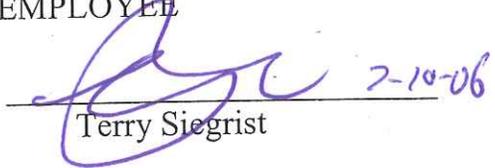
IN WITNESS WHEREOF, Employee and the City of Marina, by its duly authorized representative, have executed this Agreement on the date first hereinabove set forth at Marina, California.

CITY OF MARINA

By

  
Anthony J. Altfeld,  
City Manager

EMPLOYEE

  
Terry Siegrist

7-10-06

AMENDMENT NO. 1  
TO  
EMPLOYMENT AGREEMENT  
FOR  
RECREATION AND CULTURAL SERVICES DIRECTOR

In consideration of the mutual promises contained herein, City and Employee agree that the Terms and Conditions set forth herein are incorporated into the Agreement for Employment for Recreation and Cultural Services Director between City and Employee dated July 19, 2006. Only the numbered sub-paragraph of said Agreement which is being modified or otherwise revised, is set forth in this Amendment.

Paragraph 4. Compensation.

a) Effective January 17, 2016 for the services to be performed under this Agreement, City shall pay Employee a salary of \$10,300 per month for full time service and employment. Pursuant to Resolution 2007 -115 and any successor Resolution adopted by the City Council, salary may be adjusted in the future. In addition, salary may be adjusted in the future as adjustments are made to the Salary Schedule for members of the Department Directors informal employee organization or bargaining unit.

IN WITNESS WHEREOF, Employee and the City of Marina, by its duly authorized representative, have executed this Agreement on the dates first written below.

CITY OF MARINA

EMPLOYEE

By \_\_\_\_\_  
Layne Long,  
City Manager

\_\_\_\_\_  
Terry Siegrist

Dated: January \_\_, 2016

Dated: January \_\_, 2016

Pursuant to Resolution No. 2016-\_\_

ATTEST:

\_\_\_\_\_  
Anita Sharp, Deputy City Clerk

APPROVED AS TO FORM:

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