

**AMENDMENT TO THE EMPLOYMENT AGREEMENT AMENDMENT  
DATED MAY 21, 2010**

This AMENDMENT TO THE EMPLOYMENT AGREEMENT AMENDMENT DATED MAY 21, 2010, is made and entered into this July 1, 2014 by and between the CITY OF GLENDORA, a municipal corporation, hereinafter referred to as "CITY" and Jeffrey Kugel, an individual, hereafter referred to as "EMPLOYEE", both of whom understand and agree as follows:

**RECITALS**

WHEREAS, on February 15, 2008, CITY, through the City Manager, secured and retained the services of EMPLOYEE as Director of Planning of CITY in accordance with applicable provisions of the Glendora Municipal Code by entering into an employment agreement; and

WHEREAS, on May 21, 2010, CITY and EMPLOYEE entered into an employment agreement amendment, amending the terms of the February 15, 2008 employment agreement; and

WHEREAS, the February 15, 2008 employment agreement and the May 21, 2010 employment agreement amendment are attached hereto collectively as Exhibit A and made a part hereof; and

WHEREAS, the City Manager is authorized under section 2.09.060 of the Glendora Municipal Code to enter into an employment contract relating to the terms and conditions with said EMPLOYEE; and

WHEREAS, in order to address adverse economic conditions impacting the CITY, CITY employees have agreed to certain wage and benefit concessions; and

WHEREAS, effective July 1, 2012, all CITY Directors agreed to terminate and waive all administrative leave from and after July 1, 2012, but retaining all administrative leave that had vested prior to July 1, 2012; and

WHEREAS, both CITY and EMPLOYEE desire to memorialize EMPLOYEE's agreement to terminate administrative leave as a benefit from and after July 1, 2012 in this Amendment; and

WHEREAS, effective July 1, 2014, both CITY and EMPLOYEE desire to increase the accrual rate for vacation leave from 5 hours per pay period to 6.46 hours per pay period to be consistent with the other department directors; and

WHEREAS, EMPLOYEE desires to continue in full-time employment, and CITY desires to continue to retain the full-time employment of EMPLOYEE, as Director of Director of Planning,

under the terms and conditions of the February 15, 2008 employment agreement and the May 21, 2010 employment agreement amendment, as amended herein below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 8 of the February 15, 2008 employment agreement and the May 21, 2010 employment agreement amendment is hereby amended as follows:

Section 8. Vacation and Sick Leave

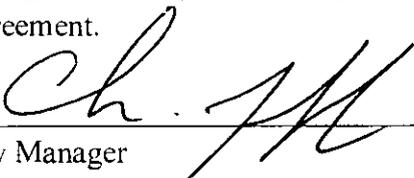
(A) Effective July 1, 2014, EMPLOYEE shall accrue vacation leave at the rate of 6.46 hours per pay period subject to the following provision:

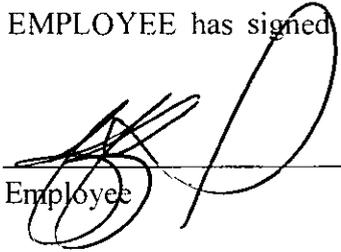
EMPLOYEE shall not accrue more than a total of 200 hours of vacation leave at any one time. EMPLOYEE can request during any beginning payroll period within the month of December an opportunity to cash out up to 80 hours vacation annually.

(B) EMPLOYEE shall accrue sick leave hours at the same rate and under the same terms and conditions as non-sworn department heads of CITY (3.69 hours per pay period) with no maximum accumulation. Such accumulation shall be applied to the extended service credit contracted with PERS should EMPLOYEE retire while employed with CITY, presuming all other qualifications have been met. Should the employee separate from service for any other reason than service retirement, then there shall be no payoff of the accumulated sick leave hours.

(C) Effective July 1, 2012, all administrative leave shall terminate, and EMPLOYEE shall not be entitled to any administrative leave from and after July 1, 2012. EMPLOYEE shall retain all administrative leave vested prior to July 1, 2012.

IN WITNESS WHEREOF, the City has caused this AMENDMENT TO THE EMPLOYMENT AGREEMENT DATED JULY 3, 2010 to be signed and executed on its behalf by its City Manager and duly attested by its City Clerk and EMPLOYEE has signed and executed this Agreement.

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Employee

APPROVED AS TO FORM:

D. W. Lee  
City Attorney

ATTEST:

Kathy Rayburn  
City Clerk

Attachment: Exhibit A, the February 15, 2008 employment agreement and the May 21, 2010 employment agreement amendment

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of February, 2008 by and between the CITY OF GLENDORA, a municipal corporation, hereinafter referred to as "CITY" and Jeffrey Kugel, an individual, hereafter referred to as "EMPLOYEE", both of whom understand and agree as follows:

### WITNESSETH:

WHEREAS, CITY through the City Manager desires to secure and retain the services of EMPLOYEE as Director of Planning & Redevelopment of CITY in accordance with applicable provisions of the Glendora Municipal Code; and,

WHEREAS, EMPLOYEE desires to be employed on a full time basis as Director of Planning & Redevelopment of CITY; and,

WHEREAS, THE CITY MANAGER is authorized under 2.09.060 of the Glendora Municipal Code to enter into an employment contract relating to the terms and conditions with said EMPLOYEE; and

WHEREAS, both CITY and EMPLOYEE desire to address certain issues related to wages, hours and other terms and conditions of EMPLOYEE'S employment by CITY.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

#### Section 1. Duties

City Manager of CITY hereby agrees to appoint EMPLOYEE as Director of Planning & Redevelopment of CITY subject to concurrence of City Council of CITY, to perform the functions and duties specified in state law, in the Glendora Municipal Code and to perform such other legally permissible and proper duties and functions as the City Manager may, from time to time, assign.

#### Section 2. Term

(A) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City Manager of CITY to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 3, paragraphs A and B, of this Agreement.

EMPLOYEE holds his employment with CITY at the pleasure of the City Manager. Thus, CITY may terminate EMPLOYEE at any time, with or without good cause, for any reason which does not violate a public policy of the State of California. Except as set forth herein, EMPLOYEE is excluded from CITY'S Personnel System and holds no property right in his employment.

(B) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with CITY, subject only to the provision set forth in Section 3, paragraph C, of this Agreement.

(C) EMPLOYEE agrees to remain in the exclusive employ of CITY commencing upon a date specific to be agreed upon between the parties hereto contingent upon and after EMPLOYEE has successfully completed a physical examination and thereafter agrees to remain in full-time employ of CITY until termination of this Agreement is effected as hereinafter provided. The term "employed" shall not be construed to preclude EMPLOYEE from engaging in occasional teaching, writing, or consulting performed during EMPLOYEE'S non-working hours, provided that such activities are undertaken with the knowledge and approval of the City Manager.

### Section 3. Termination and Severance Pay

(A) In the event EMPLOYEE is terminated by the City Manager of CITY during such time as EMPLOYEE is willing and able to perform the duties of Director of Planning & Redevelopment, then in that event, CITY agrees to pay a lump sum amount equal to the EMPLOYEE's salary and benefits as a severance benefit for a period equal to six (6) months beyond the effective date of termination

In the event EMPLOYEE is terminated for cause, CITY shall have no obligation to pay the severance benefits designated in this paragraph. Good cause as used herein includes: material breach of this Agreement; acts of dishonesty, fraud, or misrepresentation; violation of a criminal law other than traffic violations or other infractions; or acts of moral turpitude.

(B) EMPLOYEE shall have the right to voluntarily resign his position with CITY upon EMPLOYEE giving CITY 20 days notice in advance, in which event, the CITY shall have no obligation to pay severance benefits to EMPLOYEE as described under Subsection A of this Section.

### Section 4. Salary

CITY agrees to pay EMPLOYEE for services rendered pursuant to this Agreement a monthly salary of \$10,161 payable in installments at the same time as other employees of the City are paid. CITY further agrees twelve (12) months following first employment to evaluate EMPLOYEE' performance to date. If EMPLOYEE receives a "satisfactory" or better performance rating, CITY agrees to increase EMPLOYEE'S monthly compensation by the next available step within said position salary range should one exist. Annually on the anniversary date of employment, the EMPLOYEE shall receive a performance evaluation. Should the EMPLOYEE receive a "better than satisfactory" rating, CITY agrees to increase EMPLOYEE'S monthly compensation by the next available step within said position salary range, should one exist.

EMPLOYEE shall also receive any commensurate cost of living wage adjustment and/or market adjustment that other non-sworn Department Heads of the City may receive via an adopted City Council resolution. EMPLOYEE shall also be granted the same across-the-board benefit increases granted to other Department Heads of the City

In addition, EMPLOYEE shall receive an auto allowance of \$200 per month but in no case less than that granted to other department heads of CITY during the term of this Agreement.

### Section 5. Hours of Work

EMPLOYEE shall devote not less than forty (40) hours per week to assigned duties as Director of Planning & Redevelopment of CITY. However, it is recognized that EMPLOYEE may need to devote a great deal of his time outside normal office hours to the business of CITY.

### Section 6. Dues and Subscriptions

(A) Within the limits of fiscal ability, the CITY agrees to budget a reasonable amount as determined by City Manager of CITY for the payment of professional dues and subscriptions necessary for EMPLOYEE's participation in national, regional, state and local associations and organizations necessary for his continued professional growth and advancement and for the good of the CITY.

(B) Community participation is a vital and necessary part of EMPLOYEE's duties and as such, CITY shall pay necessary dues, fees and expenses for EMPLOYEE to belong to one local civic service club to be selected by EMPLOYEE with the approval of City Manager of CITY.

### Section 7. Professional Development

Within the limits of fiscal ability, the CITY hereby agrees to budget a reasonable amount as determined by City Manager of CITY and for the payment of travel and subsistence expenses of EMPLOYEE for educational courses, institutes and seminars that are necessary for EMPLOYEE'S professional development and for the good of CITY and for official travel, meetings, and occasions sufficient to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions on behalf of CITY.

EMPLOYEE shall submit all such expenses to City Manager of CITY for approval in accordance with Administrative policies and procedures of CITY and subject to limitations as specified therein.

### Section 8. Vacation, Sick Leave, Administrative Leave

(A) EMPLOYEE shall be initially credited with 100 hours (12.5 days) of vacation leave and thereafter shall accrue vacation leave at the rate of 5 hours per pay period subject to the following provision:

EMPLOYEE shall not accrue more than a total of 200 hours of vacation leave at any one time. EMPLOYEE can request during any beginning payroll period within the month of December an the opportunity to cash out up to 80 hours vacation annually.

(B) EMPLOYEE shall accrue sick leave hours at the same rate and under the same terms and conditions as non-sworn department heads of CITY (3.69 hours per pay period) with no maximum accumulation. Such accumulation shall be applied to the extended service credit contracted with PERS should the EMPLOYEE retire while employed with CITY, presuming all other qualifications have been met. Should the employee separate from service for any other reason than service retirement, then there shall be no payoff of the accumulated sick leave hours.

(C) EMPLOYEE shall be initially credited with 40 hours of administrative leave upon the effective date of this Agreement and shall thereafter accrue administrative leave at the same rate and under the same terms and conditions as non-sworn Department Heads of CITY (96 hours per fiscal year total). However, any unused Administrative Leave still remaining after the last payroll period ending June 30<sup>th</sup> of any fiscal year shall be paid off to the EMPLOYEE at the next regular payroll period at a salary rate equal to one-half of their current monthly hourly salary rate.

### Section 9. Health, Life and Disability Insurance

CITY shall provide EMPLOYEE with medical, hospitalization, health, dental, vision, long-term disability and life insurance benefits in an amount equal to and on the same terms and conditions as such insurance is provided to other non-sworn department heads of CITY.

### Section 10. Retirement Benefits

CITY shall provide membership in the California Public Employees Retirement System to EMPLOYEE on the same terms and conditions as apply to non-sworn department heads of CITY. The City contracts for a benefit commonly known as 2.5% at 55 formula. The EMPLOYEE pays 2.2% of the Employer contribution share and 1% of the Employee contribution share for a total of 3.2%.

Section 11. Bonding and Indemnification

CITY shall defend, save harmless and indemnify EMPLOYEE against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of, and while EMPLOYEE is acting in the course and scope of, EMPLOYEE'S duties as Director of Planning & Redevelopment of CITY.

CITY will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, whether compensatory or punitive, to the extent permitted by law. In the event EMPLOYEE is to be represented by counsel other than counsel selected to represent CITY in the same matter, EMPLOYEE shall be represented by City Attorney of CITY or by counsel of CITY'S choice. All representation under this section shall be at CITY'S expense. The CITY's payment of any punitive damages judgment assessed against EMPLOYEE is subject to the provisions of Government Code Section 825(b), and the findings required therein.

Section 12. Other Terms and Conditions of Employment

(A) City Manager of CITY shall fix any such other terms and conditions of employment, as he may determine from time to time, relating to the performance of EMPLOYEE, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement.

(B) All provisions of the Glendora Municipal Code, regulations and rules of CITY and any Memoranda of Understanding or Management Compensation Plan between CITY and its Department Head management employees relating to vacation, sick leave, administrative leave, holidays, retirement system contributions and any other fringe benefits or working conditions as they now exist or as they may hereafter be amended, shall apply to EMPLOYEE as they would to other non-sworn Department Heads of CITY, these being in addition to those benefits enumerated herein and specifically accruing to EMPLOYEE all of which are summarized in Exhibit A attached and made a part hereof (Note: from time to time amounts shown on Exhibit A may be amended by the City Council).

(C) Performance Evaluations. City Manager of CITY shall evaluate EMPLOYEE's performance periodically but not less than annually in accordance with personnel policies and procedures of CITY.

Section 13. General Provisions

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(B) The text contained herein shall constitute the entire Agreement between the parties.

(C) This Agreement and each and every covenant, condition and term herein, shall be binding upon and inure to the benefit of the parties hereto and to their successors, assigns and heirs at law.

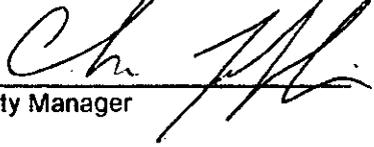
(D) In the event litigation is commenced to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred for prosecution of the action.

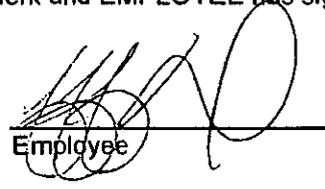
(E) No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

(F) If any article, or any portion thereof, contained in the Agreement is held to be unconstitutional, invalid or unenforceable by any court of competent jurisdiction, the said ruling shall negate only the applicable article, or portion thereof, and the balance of this Agreement shall stand as written and shall remain in full force and effect for the duration of the Agreement.

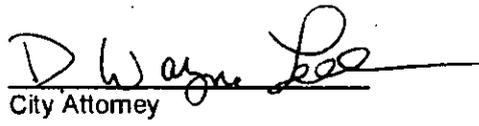
(G) This Agreement shall become effective at 12:01 a.m. on the 25th of February, 2008 and shall continue until terminated by the parties hereto in accordance with provisions of Section 3 of this Agreement.

IN WITNESS WHEREOF, the City of Glendora has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk and EMPLOYEE has signed and executed this Agreement, both in duplicate.

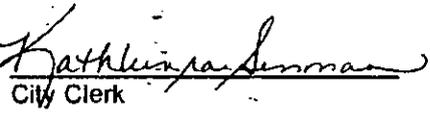
  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Employee

APPROVED AS TO FORM:

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

ATTEST:

  
\_\_\_\_\_  
City Clerk

CITY OF GLENDORA  
EMPLOYEE BENEFIT INFORMATION

CITY MANAGER AND DEPARTMENT HEADS

1.	Last Salary Increase:	<u>7/05</u> -3%; <u>1/2/06</u> -up to 5% dependent on survey; <u>6/19/06</u> -3%; <u>7/3/06</u> -amount dependent on survey; <u>6/18/07</u> -2.9%												
2.	Next Salary Increase:	Subject to Negotiations												
3.	PERS:	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"></td> <td style="width: 40%;"><u>Department Heads/City Manager</u></td> <td style="width: 30%;"><u>Police Chief</u></td> </tr> <tr> <td></td> <td>2% @ 55; <u>6/19/06</u>-2.5% @ 55</td> <td>3% @ 50</td> </tr> <tr> <td style="padding-left: 20px;"><u>City</u> Portion</td> <td>4.720%; <u>6/19/06</u>-7.961%; <u>7/1/07</u>-7.792% (see *<u>Emp. Paid portion of PERS</u>)</td> <td>32.609%</td> </tr> <tr> <td style="padding-left: 20px;"><u>Employee</u> Portion</td> <td>7%; <u>6/19/06</u>-8% (7% <u>City</u> paid; 1% <u>employee</u> paid)* (<u>City</u> pays 8% of Employee portion for <u>City Manager</u>*)</td> <td>9% (<u>City</u> paid)</td> </tr> </table>		<u>Department Heads/City Manager</u>	<u>Police Chief</u>		2% @ 55; <u>6/19/06</u> -2.5% @ 55	3% @ 50	<u>City</u> Portion	4.720%; <u>6/19/06</u> -7.961%; <u>7/1/07</u> -7.792% (see * <u>Emp. Paid portion of PERS</u> )	32.609%	<u>Employee</u> Portion	7%; <u>6/19/06</u> -8% (7% <u>City</u> paid; 1% <u>employee</u> paid)* ( <u>City</u> pays 8% of Employee portion for <u>City Manager</u> *)	9% ( <u>City</u> paid)
	<u>Department Heads/City Manager</u>	<u>Police Chief</u>												
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<p><b>*Employee Paid Portion of PERS</b> <b>Effective 6/18/07</b> All employees (except <u>City Manager</u> &amp; <u>Police Chief</u>) pay a total of 3.2% pretax (1% of <u>employee</u> portion and 2.2% of <u>City</u> portion) (<u>City</u> pays 8% of Employee portion for <u>City Manager</u>; <u>City</u> pays 9% of Employee portion for <u>Police Chief</u>)</p>														
4.	Social Security:	No contributions are paid by the City or employee into Social Security												
5.	Medicare:	1.45% of salary paid by City and employee (2.9% total)												
6.	Employer Paid Member Contributions (EPMC)	12/26/00-Dept. Heads; 7/8/02-City Manager City's PERS contribution will be reported to PERS as additional compensation per Government Code Section 20636(c)4 and IRS code Section 414h2.												
7.	Flexible Benefit Plan:	\$533.10 + 1.5% of salary/mo. (mandatory health, dental & LTD) <u>10/05</u> -\$700 + 1.5% of sal.; <u>7/06</u> -\$750 + 1.5% of sal.; <u>7/07</u> -\$800 + 1.5% of sal.												
8.	Vision (City pays for emp. only):	\$14.98/month (dep. vision ins. can be purchased w/flex. benefits)												
9.	Life Ins. Policy (City Paid):	<u>City Manager</u> – level of coverage as specified in contract <b>\$100,000</b> policy (\$45/month) per contract for <u>Police Chief</u> / <u>Finance Director</u> / <u>City Clerk</u> / <u>Public Works Director</u> <b>\$50,000</b> policy (\$22.50/month) for <u>all other Department Heads</u>												
10.	LTD - City pays 1/2 the cost @:	.0089 x monthly salary – <u>All Department Heads</u> <u>City Manager</u> – level of coverage as specified in contract												
11.	SDI:	N/A												
12.	Deferred Comp:	Avail.-no City participation for <u>Dept. Heads</u> (can defer \$15,500/yr. max) <u>City Manager</u> -City contributes \$250 per pay period												
13.	Longevity Benefits:	N/A												
14.	Uniform Allowance:	<u>Police Chief</u> : \$800/year; <u>12/05</u> -\$825												
15.	Auto Allowance:	<u>Dept. Heads</u> - \$200/mo. ( <u>except Police Chief</u> : car, no allowance) <u>City Manager</u> - \$600/mo.												
16.	Holidays Per <u>Calendar</u> Year:	10 (8 hour days)												
17.	Floating Holidays Per Year:	0												
18.	Adm. Leave Days Per <u>Fiscal</u> Year:	96 hours each fiscal year (Requires City Manager approval) <u>City Manager</u> – City shall credit/pay for half of the unused Admin. Leave towards Deferred Comp.												
19.	Sick Days Per <u>Calendar</u> Year:	Accumulated at the rate of 3.69 hours per pay period (no maximum accumulation)												

**City Manager and Department Heads**

20. Vacation Days Per Calendar Year:

- City Manager** – 20 days vacation (per Contract) – May carry over maximum of 10 days/Calendar year
- Police Chief/Finance Director** – 20 days vacation (per Contract) – No maximum accumulation
- City Clerk** – 20 days vacation (per Contract) – Maximum accumulation of 160 days/Calendar year
- Public Works Director** – 21 days vacation (per Contract) – Maximum accumulation of 160 days/Calendar year

<u>All Other Department Heads</u> (No Maximum Accumulation)	<u>End of Year</u>	<u>Days</u>
	1	15
	6	16
	7	17
	8	18
	9	19
	10	20 (Maximum earned Per Year)

21. Other Benefits:

- City Manager/Police Chief – paid cellular phone and service
- Tuition Reimbursement @ State university rates
- Bereavement Leave – 24 hours (8 additional hours if internment service is over 500 miles away)
- Personal Emergency Leave – 24 hours/year
- Family Illness Leave - 48 hours/year (taken out of sick leave)
- 5 additional leave days in lieu of sick leave reimbursement (taken in November of each year as vacation days or cash equivalent)
- Community Service Expense – City Manager/Police Chief/Finance Director/City Clerk/Public Works Director – City pays dues, fees, and expenses for one local civic service club; **All Other Dept. Heads-\$200/year** (must document)
- Dues and Subscriptions –City pays reasonable amount for professional dues and subscriptions necessary for personal growth, advancement and the good of the City
- Conference and Training Expenses as budgeted
- Physical every 2 years (annually over age 45)
- Employee Assistance Plan
- IRS 125 and 129 Flexible Spending Account available
- Retiree Medical Plan contribution (until age 65) - \$250/mo.; 12/31/05-\$300/mo. **City Mgr. & Dept. Heads** (retire age 55+ w/min. 20 yrs. as Glendora emp.); **Police Chief** (retire age 55+ w/min. 20 yrs. as CA Peace Officer + 10 yrs. as Glendora Executive Police Manager.) **If City Manager or Department Head retires after age 60, will receive contribution for a max. of 5 years after receiving Medicare benefits per Council action on 12/10/02 (page 16 of minutes)**
- Unused Sick Leave Credit – Sick leave is converted to service credit upon retirement when retirement date is within four months of employment separation
- PERS contract amendments: includes 1959 Survivors Benefit, Level 2 (Section 21572), and purchase Military Service Credit as Public Service (Section 21024)

**EMPLOYMENT AGREEMENT  
ADMENDMENT**

THIS AGREEMENT is made and entered into this 21st day of May, 2010 by and between the CITY OF GLENDORA, a municipal corporation, hereinafter referred to as "CITY" and Jeffrey Kugel, an individual, hereafter referred to as "EMPLOYEE", both of whom understand and agree as follows:

**WITNESSETH:**

WHEREAS, CITY through the City Manager desires to secure and retain the services of EMPLOYEE as Director of Planning & Redevelopment of CITY in accordance with applicable provisions of the Glendora Municipal Code; and,

WHEREAS, EMPLOYEE desires to be employed on a full time basis as Director of Planning & Redevelopment of CITY; and,

WHEREAS, THE CITY MANAGER is authorized under 2.09.060 of the Glendora Municipal Code to enter into an employment contract relating to the terms and conditions with said EMPLOYEE; and

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(B) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with CITY, subject only to the provision set forth in Section 3, paragraph C, of this Agreement.

(C) EMPLOYEE agrees to remain in the exclusive employ of CITY commencing upon a date specific to be agreed upon between the parties hereto contingent upon and after EMPLOYEE has successfully completed a physical examination and thereafter agrees to remain in full-time employ of CITY until termination of this Agreement is effected as hereinafter provided. The term "employed" shall not be construed to preclude EMPLOYEE from engaging in occasional teaching, writing, or consulting

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In the event EMPLOYEE is terminated for cause, CITY shall have no obligation to pay the severance benefits designated in this paragraph. Good cause as used herein includes: material breach of this Agreement; acts of dishonesty, fraud, or misrepresentation; violation of a criminal law other than traffic violations or other infractions; or acts of moral turpitude.

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EMPLOYEE shall also receive any commensurate cost of living wage adjustment and/or market adjustment that other non-sworn Department Heads of the City may receive via an adopted City Council resolution. EMPLOYEE shall also be granted the same across-the-board benefit increases granted to other Department Heads of the City shown in Exhibit A.

In addition, EMPLOYEE shall receive an auto allowance of \$200 per month but in no case less than that granted to other department heads of CITY, as stipulated in Exhibit A, during the term of this Agreement.

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EMPLOYEE shall devote not less than forty (40) hours per week to assigned duties as Director of Planning & Redevelopment of CITY. However, it is recognized that EMPLOYEE may need to devote a great deal of his time outside normal office hours to the business of CITY.

Section 6. Dues and Subscriptions

(A) Within the limits of fiscal ability, the CITY agrees to budget a reasonable amount as determined by City Manager of CITY for the payment of professional dues and subscriptions necessary for EMPLOYEE's participation in national, regional, state and local associations and organizations necessary for his continued professional growth and advancement and for the good of the CITY.

(B) Community participation is a vital and necessary part of EMPLOYEE's duties and as such, CITY shall pay necessary dues, fees and expenses for EMPLOYEE to belong to one local civic service club to be selected by EMPLOYEE with the approval of City Manager of CITY.

Section 7. Professional Development

Within the limits of fiscal ability, the CITY hereby agrees to budget a reasonable amount as determined by City Manager of CITY and for the payment of travel and subsistence expenses of EMPLOYEE for educational courses, institutes and seminars that are necessary for EMPLOYEE'S professional development and for the good of CITY and for official travel, meetings, and occasions sufficient to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions on behalf of CITY.

EMPLOYEE shall submit all such expenses to City Manager of CITY for approval in accordance with Administrative policies and procedures of CITY and subject to limitations as specified therein.

Section 8. Vacation, Sick Leave, Administrative Leave

(A) EMPLOYEE shall accrue vacation leave at the rate of 5 hours per pay period subject to the following provision:

EMPLOYEE shall not accrue more than a total of 200 hours of vacation leave at any one time. EMPLOYEE can request during any beginning payroll period within the month of December the opportunity to cash out up to 80 hours vacation annually.

(B) EMPLOYEE shall accrue sick leave hours at the same rate and under the same terms and conditions as non-sworn department heads of CITY (3.69 hours per pay period) with no maximum accumulation. Such accumulation shall be applied to the extended service credit contracted with PERS should the EMPLOYEE retire while employed with CITY, presuming all other qualifications have been met. Should the employee separate from service for any other reason than service retirement, then there shall be no payoff of the accumulated sick leave hours.

(C) EMPLOYEE shall accrue administrative leave at the same rate and under the same terms and conditions as non-sworn Department Heads of CITY (96 hours per fiscal year total). However, any unused Administrative Leave still remaining after the last payroll period ending June 30<sup>th</sup> of any fiscal year shall be paid off to the EMPLOYEE at the next regular payroll period at a salary rate equal to one-half of their current monthly hourly salary rate.

Section 9. Health, Life and Disability Insurance

CITY shall provide EMPLOYEE with medical, hospitalization, health, dental, vision, long-term disability and life insurance benefits in an amount equal to and on the same terms and conditions as such insurance is provided to other non-sworn department heads of CITY as shown in Exhibit A.

Section 10. Retirement Benefits

CITY shall provide membership in the California Public Employees Retirement System to EMPLOYEE on the same terms and conditions as apply to non-sworn department heads of CITY. The City contracts for a benefit commonly known as 2.5% at 55 formula. The EMPLOYEE pays 2.2% of the Employer contribution share and 4% of the Employee contribution share for a total of 6.2% for the 2009-10 fiscal year. It is anticipated that this share by the Employee may increase starting in the first payroll period of the 2010-2011 fiscal year. Employee shall be subject to any modification if approved by the City Council through an adopted resolution.

Section 11. Bonding and Indemnification

CITY shall defend, save harmless and indemnify EMPLOYEE against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of, and while EMPLOYEE is acting in the course and scope of, EMPLOYEE'S duties as Director of Planning & Redevelopment of CITY.

CITY will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, whether compensatory or punitive, to the extent permitted by law. In the event EMPLOYEE is to be represented by counsel other than counsel selected to represent CITY in the same matter, EMPLOYEE shall be represented by City Attorney of CITY or by counsel of CITY'S choice. All representation under this section shall be at CITY'S expense. The CITY's payment of any punitive damages judgment assessed against EMPLOYEE is subject to the provisions of Government Code Section 825(b), and the findings required therein.

Section 12. Other Terms and Conditions of Employment

(A) City Manager of CITY shall fix any such other terms and conditions of employment, as he may determine from time to time, relating to the performance of EMPLOYEE, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement.

(B) All provisions of the Glendora Municipal Code, regulations and rules of CITY and any Memoranda of Understanding or Management Compensation Plan between CITY and its Department Head management employees relating to vacation, sick leave, administrative leave, holidays, retirement system contributions and any other fringe benefits or working conditions as they now exist or as they may hereafter be amended, shall apply to EMPLOYEE as they would to other non-sworn Department Heads of CITY, these being in addition to those benefits enumerated herein and specifically accruing to EMPLOYEE all of which are summarized in Exhibit A attached and made a part here of (Note: from time to time amounts shown on Exhibit A may be amended by the City Council).

(C) Performance Evaluations. City Manager of CITY may evaluate EMPLOYEE's performance periodically.

Section 13. General Provisions

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(B) The text contained herein shall constitute the entire Agreement between the parties.

(C) This Agreement and each and every covenant, condition and term herein, shall be binding upon and inure to the benefit of the parties hereto and to their successors, assigns and heirs at law.

(D) In the event litigation is commenced to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred for prosecution of the action.

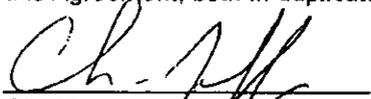
(E) No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

(F) If any article, or any portion thereof, contained in the Agreement is held to be unconstitutional, invalid or unenforceable by any court of competent jurisdiction, the said ruling shall negate only the

applicable article, or portion thereof, and the balance of this Agreement shall stand as written and shall remain in full force and effect for the duration of the Agreement.

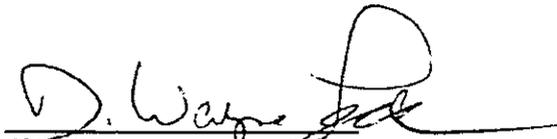
(G) This Agreement shall become effective at 12:01 a.m. on the 21st of May, 2010 and shall continue until terminated by the parties hereto in accordance with provisions of Section 3 of this Agreement.

IN WITNESS WHEREOF, the City of Glendora has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk and EMPLOYEE has signed and executed this Agreement, both in duplicate.

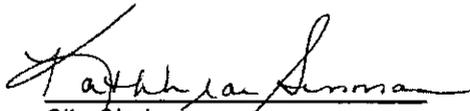
  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Employee

APPROVED AS TO FORM:

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

ATTEST:

  
\_\_\_\_\_  
City Clerk

**City of Glendora  
Employee Benefit Information  
Department Head/Executive Management**

1. **Social Security – No contributions are paid by the City or employee into Social Security**
2. **Medicare – 1.45% of salary paid by City and employee for a total of 2.9%**
3. **Employer Paid Member Contributions (PERS EPMC) – City’s PERS Contribution will be reported to PERS as additional compensation per Government Code Section 20636(c)(4) and IRS code section 414(b)(2).**
4. **Flexible Benefit Plan – All non-sworn Department Heads will receive \$820 + 1.5% of salary/mo. (mandatory health, dental & LTD). Employee may receive non used/required benefit amount in cash however, not more than \$800 per month.**
5. **Vision - \$14.98/month (dependent vision insurance can be purchased w/flex benefit plan)**
6. **Life Insurance - \$50,000 policy (\$16/month)**
7. **LTD – City pays ½ the cost @ .0069 times monthly salary**
8. **Deferred Compensation – Available (no employer participation)**
9. **Holidays – The following ten (10) holiday are recognized.**

<b>New Year’s Day</b>	<b>Labor Day</b>
<b>Martin Luther King, Jr. Day</b>	<b>Veterans Day</b>
<b>Presidents’ Day</b>	<b>Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Friday following Thanksgiving Day</b>
<b>Independence Day</b>	<b>Christmas Day</b>

**The last four hours of Christmas Eve and New Year’s Eve will be designated as holidays except when Christmas and New Year’s days fall on a Sunday or Monday. Employees scheduled to work on one or both of these holidays shall receive four hours of holiday pay for each period worked in addition to regular compensation. Employees scheduled to work on one or both of these times but on an approved leave, shall receive holiday pay in lieu of leave pay.**

10. **Sick Days per Calendar Year – 3.69 hours per pay period (no maximum accumulation)**
11. **Administrative Leave – See Contract**
12. **Vacation Leave – See Contract**
13. **Tuition Reimbursement – Job related and at State University rates.**
14. **Bereavement Leave – 24 hours (8 additional if internment service is over 500 miles away)**
15. **Community Service Expense – See contract**
16. **Physical every 2 years (annually over age 45)**
17. **Employee Assistance Plan**
18. **IRS 125 and 129 Flexible Spending Account available after one year of employment.**
19. **Retiree Medial Plan contribution – Retire age 55+ with a minimum of 10 years service with the City of Glendora is \$300/month until age 65**
20. **Unused Sick Leave Credit – Sick leave is converted to service credit upon retirement when retirement date within four (4) months of employment separation.**
21. **PERS contract amendments – include 1959 Survivors Benefit, level 2 (Section 21572) and purchase Military Service Credit as Public Service (Section 21024)**

**\*Benefits listed in this Exhibit shall govern unless stated otherwise in the Department Head's individual employment contract. If the City Council adopts a Council resolution subsequent to the effectiveness date of individual's most current employment contract, then that resolution shall govern when it comes to elements relating to Employee Benefits.**