

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

Between



City of Seal Beach
211 - 8th Street
Seal Beach, CA 90740

&

Jill R. Ingram
211- 8th Street
Seal Beach, CA 90740

RECITALS

A. On October 2, 2008, the City of Seal Beach ("City") hired Jill R. Ingram ("Employee") as the Assistant to the City Manager for the City.

B. Effective July 1, 2011, the City and Employee entered into an employment agreement ("Initial Agreement") under which the City hired Employee as City Manager for the City.

City and Employee wish to enter into a restated and amended agreement ("Agreement" hereinafter) to extend the term and amend the Initial Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Employee agree as follows:

1. **EFFECTIVE DATE.** Employee commenced her services as City Manager on July 1, 2011. The effective date of this Agreement is **July 1, 2013.**

2. **DUTIES AND AUTHORITY.** Employee shall exercise the powers and perform the duties of the position of City Manager as set forth in the City Charter, City Municipal Code, personnel rules, regulations and procedures and City Manager job description, as each of them currently or may in the future exist. Employee shall exercise such other powers and perform such other duties as City, by the City Council, may from time to time assign.

3. **EMPLOYEE'S OBLIGATIONS.** Employee shall devote her full energies, interests, abilities and productive time to the performance of this Agreement, and utilize her best efforts to promote City's interests. Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which materially interferes, with her duties and responsibilities to City.

4. **BASE SALARY.** City shall pay Employee an annual base salary of \$210,197.50. At its sole discretion, the City Council shall consider merit adjustments commensurate with Employee's performance in accordance with the evaluation process pursuant to Section 6 of this Agreement. Employee's salary shall be subject to withholding and other applicable taxes, and shall be pro-rated and paid to Employee at the same time as other employees of City are paid. Employee shall be exempt from the overtime pay provisions of California and federal law.

A. **Cost of Living Salary Increases.** Salary increases are as follows:

1. **First pay period on or following July 1, 2014** - CPI adjustment, up to 3% maximum, as measured utilizing the change in the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations for Los Angeles - Riverside - Orange County for the 12 months of April 1, 2013 – March 31, 2014.

2. First pay period on or following July 1, 2015 - CPI adjustment, up to 3% maximum, as measured utilizing the change in the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations for Los Angeles - Riverside - Orange County for the 12 months of April 1, 2014 - March 31, 2015.

5. **BENEFITS.** In addition to base salary, City shall provide to Employee the following benefits:

A. Holidays. Employee shall be entitled to the holidays generally available to other exempt employees of City. Employee's salary includes holiday pay. Accordingly, Employee shall not be entitled to any additional salary or compensation for working on a holiday.

B. Sick Leave. Employee shall accrue sick leave at the rate of 8 hours of sick leave per month. The maximum sick leave that can be accumulated is 520 hours. Upon termination of employment with the City, Employee will be paid for accumulated sick leave hours at 25% of her base salary hourly rate.

C. Vacation Leave. Employee shall receive vacation leave benefits in the amount of 136 hours annually (5.23 hours per pay period). Employee shall be entitled to 8 additional hours of vacation leave benefits annually on October 20, 2011, her anniversary date. On her anniversary date in the following years of this Agreement, Employee shall be entitled to an additional 8 hours of vacation leave benefits. Vacation leave shall be scheduled with the City Council at least two weeks in advance, unless otherwise arranged with the Mayor. Once each calendar year, Employee may elect to sell back up to 160 hours of accumulated vacation leave benefits and receive cash compensation therefor at her then existing base salary hourly rate. The maximum vacation leave that can be accumulated is 320 hours. When Employee's accumulated vacation leave balance reaches the maximum, Employee shall cease earning additional vacation leave benefits until her accumulated vacation leave balance drops below the maximum accumulation limit.

D. Administrative Leave. Employee shall be entitled to 48 hours of administrative leave per fiscal year. Administrative leave hours may neither be carried forward to succeeding years nor converted to cash payment.

E. Health Insurance Coverage. Employee shall be provided an opportunity to participate in City's group hospital, medical and dental insurance plan. City shall contribute to the cost of medical coverage for Employee and her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) minimum contribution.

F. Cafeteria Plan. Employee shall participate in City's full flex cafeteria plan. Effective January 1, 2010, City currently provides Employee with a \$955 monthly flex dollar allowance to be used for the purchase of benefits under the full flex cafeteria plan. A portion of the monthly flex dollar allowance is identified as the City's

contribution towards PEMHCA. Each year, the City shall increase the contribution amount above by the percentage of increase for basic plans published in the CalPERS circular letter setting health insurance premiums for the coverage year. Employee shall be required to pay any premium amounts in excess of the above City contribution. Such amounts will be deducted from Employee's payroll check on the first two pay periods of each month.

G. Automobile.

1. City shall provide to Employee a monthly automobile allowance of \$500. Such amount is designed to reimburse Employee for all costs associated with the use of Employee's automobile for City business, including but not limited to all applicable costs of automobile liability insurance, maintenance, operating expenses, depreciation and interest.

2. Employee shall maintain all records required by applicable California and federal law concerning use of such automobile, including without limitation records to substantiate personal and City-related use of such automobile.

3. Employee currently has an automobile liability insurance policy with \$250,000/\$500,000/\$100,000 maximum coverage, combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts arising out of the operation of the automobile. Unless otherwise required by the City, Employee will maintain a policy with such coverage and limits throughout the term of this Agreement. If City requires Employee to secure and maintain an insurance policy with greater coverage than said coverage set forth in the insurance policy currently insuring Employee, and as a result of such requirement, Employee's premium cost for such policy containing greater coverage is higher than the premium cost of her insurance policy, City shall pay the difference. Employee shall name City, and its Council members, officials and employees as additional insured on her policy; and deliver to City copies of such insurance endorsements and certificate of insurance. Such insurance policy shall provide that the insurance coverage shall not be canceled, reduced or otherwise modified by Employee or by Employee's insurance carrier without at least 30 days prior written notice, served on City personally by said insurance company.

H. Retirement Plan. Employee is required to participate in City's California Public Employees' Retirement System (CalPERS) retirement program and to make an employee contribution toward the program in the amount of seven percent (7%) of her compensation earnable. The City shall pay the following amounts toward the Employee's CalPERS required contribution of seven percent (7%) of her compensation earnable:

1. Effective first pay period on or following July 1, 2013:
3% (Employee pays 4%).

2. Effective first pay period on or following July 1, 2014:
1% (Employee pays 6%).

3. Effective first pay period on or following July 1, 2015:
nothing (Employee pays 7%).

I. Bereavement Leave. Employee shall be eligible for bereavement leave as generally available to other executive management employees of City.

J. Mobile Phone. City shall provide Employee with a \$100 per month allowance for mobile phone charges incurred in the performance of her official City business and duties.

K. Life Insurance and Income Continuation Policy. Employee shall receive a \$50,000 life insurance policy paid by City.

L. Professional Expenses and Dues. Provided the City Council has previously budgeted for such expenses, City shall pay all reasonable and necessary business expenses, including dues and subscriptions in local civic organizations, regional organizations, state organizations and national organizations upon Employee's submittal of invoices in accordance with City's standard reporting practice.

M. Professional Development. City shall pay all reasonable and necessary business expenses, including travel, conference, meals, lodging and meeting expenses incurred in continuing education within the state in accordance with the Municipal Code, as amended from time to time, City Resolutions and state law applicable to charter cities.

N. Reasonable and Necessary Expenses Incurred in the Performance of Official Duties. Pursuant to the City Charter and AB 1234, if applicable to charter cities, City shall reimburse Employee all reasonable and necessary business expenses, including travel, conference, meals, lodging and meeting expenses incurred in connection with the performance of her official duties.

O. Bonding. City shall bear the full costs of any fidelity or other bonds required of Employee under any law, City Charter provision, City ordinance or resolution by virtue of her employment as City Manager.

P. Deferred Compensation Plan. Employee shall be entitled to participate in the City's deferred compensation plan in accordance with the terms and conditions of that plan as it now exists or as it may be changed from time-to-time in the future. City shall contribute \$384.61 per pay period to the plan on behalf of Employee for a total of \$10,000 per year.

Q. Designation of Recipients Pursuant to Government Code Section 53245. Employee may file with the City a designation of a person who, notwithstanding any other provision of law, shall, on the death of Employee, be entitled to receive all warrants or checks that would have been payable to Employee had she survived.

Employee may change the designation from time-to-time. Any person so designated shall claim such warrants or checks from the City. On sufficient proof of identity, the City shall deliver the warrants or checks to the claimant. A person who receives a warrant or check pursuant to Government Code Section 53245 is entitled to negotiate it as if he or she were the payee.

6. ANNUAL EVALUATIONS AND SALARY REVIEW. On or before June 30 of each year, the City Council shall conduct an evaluation of Employee's performance. During that evaluation, the City Council and Employee shall mutually establish performance goals and objectives to be met by Employee during the following year. In addition, the City Council shall review Employee's salary and benefits as part of the evaluation process and may do so at any other time.

7. INDEMNIFICATION. Except as otherwise permitted, provided, limited or required by law, including without limitation California Government Code Sections 825, 995, and 995.2 through 995.8, the City will defend and pay any costs and judgments assessed against Employee arising out of an act or omission by Employee occurring in the course and scope of Employee's performance of her duties under this Agreement.

8. TERMINATION.

A. Termination by City without Cause. Employee is employed at the pleasure of the City Council, and is thus an at-will employee. The City Council may terminate this Agreement and the employment relationship at any time without cause. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the employment of Employee. The City shall pay Employee for all services through the effective date of termination. In addition, Employee shall receive severance to the extent provided in Section 9 and shall receive no other compensation or payment.

B. Termination by City with Cause. City may terminate this Agreement and Employee's employment with the City if:

1. Employee refuses or fails to perform the powers and duties of the City Manager as specified in Sections 2 and 3 of this Agreement, the City Charter or Municipal Code;

2. Employee has engaged in: corrupt or willful misconduct in office, any illegal act involving personal gain or willful malfeasance constituting grounds for removal from office due to an indictment of the grand jury; any act of dishonesty; actions that have or may have a substantial and adverse effect on City's interest; or is convicted of any felony or any misdemeanor involving moral turpitude. In no event shall a minor traffic offense or moving violation be considered a misdemeanor involving moral turpitude. In the event Employee is under investigation for any of the foregoing reasons, City may withhold part or all of any severance payment, until it is determined if charges will be filed, and if charges are filed, until final judgment is rendered. If charges

are not filed, or if Employee is found innocent, City shall pay any severance to which Employee is entitled; or

3. Employee breaches this Agreement, including, without limitation, any provision set forth in Section 2, "Duties and Authority," of this Agreement.

C. Employee Initiated Termination. Employee may terminate this Agreement by providing the City 90 days' prior written notice.

D. City Charter Section 607 and Municipal Code Section 3.15.020.

1. Prior to City initiated termination, City shall substantially comply with the provisions in City Charter Section 607 and Municipal Code Section 3.15.020.

2. Pursuant to Charter Section 607, the City may not terminate Employee during the 90-day period immediately after a councilmanic election.

3. Notwithstanding subsections 1 and 2 above, City may terminate Employee if Employee has engaged in corrupt or willful misconduct in office or any illegal act involving personal gain or is convicted of any felony or any misdemeanor involving moral turpitude. In such case the effective date of the termination is the date upon which City serves the notice of termination upon Employee.

E. Communications Upon Separation. In the event the City terminates Employee with or without cause, the City and Employee agree that no member of the City Council, nor any employee directly employed by the City Council, shall make any written, oral, or electronic statement to any member of the public, the press, or any City employee concerning the Employee's termination except in the form of a joint press release or statement, which is mutually agreeable to the City and the Employee. The joint press release or statement shall not contain any text or information that is disparaging to either Party. Either Party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

9. SEVERANCE.

A. If City terminates this Agreement (thereby terminating Employee's employment with City) without cause pursuant to Section 8.A., City shall:

1. Pay Employee an amount equal to her then-monthly base salary for a period of 12 months, less interim compensation to which Employee becomes entitled to during the 12-month period following her termination. Employee shall use her best efforts and due diligence to secure employment with, become an independent contractor for, or otherwise provide services for compensation, for, any person, organization or entity, other than City; and

2. Provide at no cost to Employee the medical and dental insurance benefits provided by Section 5.E. herein, the deferred compensation provided

by Section 5.P., the automobile allowance as provided by Section 5.G.1., and the mobile phone allowance as provided by Section 5.J. for 12 months, or until Employee secures other employment, whichever occurs first.

B. Notwithstanding any other provision or the term of this Agreement, the maximum severance and health benefits that Employee may receive under this Agreement as a result of termination, shall not exceed the limitations provided in Government Code §§ 53260–53264.

C. As used in this Agreement, the term “interim compensation” shall include, but not be limited to: compensation, in any form, to which Employee is entitled from employment other than employment with City; compensation, in any form, to which Employee is entitled to as an independent contractor; and compensation, in any form, from any source, including, without limitation, unemployment and disability insurance, from any person, entity or source, to which Employee is otherwise entitled. Interim compensation shall not include retirement benefits or any payment received from the California Joint Powers Insurance Authority (“CJPIA”). Upon City’s request, Employee shall promptly provide City with documentary evidence of interim compensation.

D. In addition, City is a member of the CJPIA. The CJPIA provides to its members an Unemployment Protection Payment, as that term is defined in that certain Memorandum of Liability Coverage (“MOLC”) effective July 1, 2010, under which Employee can receive up to 6 monthly payments, subject to the terms and conditions set forth in the MOLC.

E. Employee shall not be entitled to severance pay:

1. If Employee terminates this Agreement; or
2. If City terminates this Agreement for cause for any of the reasons set forth in Section 8.B.

10. INTEGRATION OF AGREEMENT. This Agreement contains the entire Agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties concerning Employee’s employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or written, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

11. METHOD OF AMENDMENT. Amendments to this Agreement are effective only upon City Council and Employee written approval.

12. **NOTICES.** All notices pertaining to this Agreement shall be sent to:

EMPLOYEE: Jill Ingram
City of Seal Beach
211 Eighth Street
Seal Beach, California 90740

CITY: City Clerk
City of Seal Beach
211 Eighth Street
Seal Beach, California 90740

Such notice shall be deemed made when personally delivered, transmitted by facsimile, or when mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

13. **GENERAL PROVISIONS.**

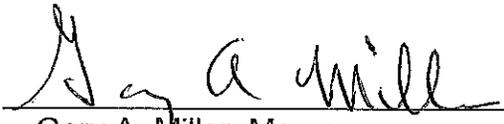
A. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

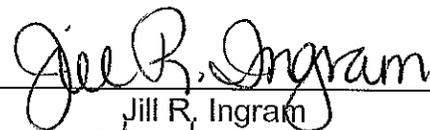
B. This Agreement shall be interpreted and construed pursuant to and in accordance with the City Charter, applicable laws of the State of California and all applicable City Codes, Ordinances and Resolutions.

Executed by the parties as of the date below at Seal Beach, California.

CITY OF SEAL BEACH

EMPLOYEE

By: 
Gary A. Miller, Mayor

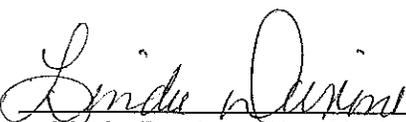
By: 
Jill R. Ingram

Date: 09/23/13

Date: 9/18/13

ATTEST:

APPROVED AS TO FORM

By: 
Linda Devine, City Clerk

By: 
Quinn Barrow, City Attorney