

EIGHTH AMENDMENT TO  
CITY MANAGER EMPLOYMENT AGREEMENT

This EIGHTH Amendment to City Manager Employment Agreement (“Eighth Amendment”) is entered into on June 27, 2024 with an effective date of June 27, 2024 (the “Effective Date”) by and between the City of Capitola, a municipal corporation (hereinafter referred to as “City”), and Jamie Goldstein, an individual (hereinafter referred to as “Employee”), and is intended to amend that particular City Manager Employment Agreement (the “Original Agreement”) dated July 12, 2010, as previously amended by that certain First Amendment to City Manager Employment Agreement (“First Amendment”) entered into on July 1, 2012, and that certain Second Amendment to City Manager Employment Agreement (“Second Amendment”) entered into on May 14, 2015, and that certain Third Amendment to City Manager Employment Agreement (“Third Amendment”) entered into on December 8, 2016, and that certain Fourth Amendment to City Manager Employment Agreement (“Fourth Amendment”) entered into on June 28, 2018, and that certain Fifth Amendment to City Manager Employment Agreement (“Fifth Amendment”) entered into on June 28, 2020, and that certain Sixth Amendment to City Manager Employment Agreement (“Sixth Amendment”) entered into on December 10, 2020, and that certain Seventh Amendment to City Manager Employment Agreement (“Seventh Amendment”) entered into on June 24, 2021 (the Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment are hereinafter referred to collectively as the “Agreement”).

Now, therefore City and Employee agree as follows:

1. Section 6—Salary of the Original Agreement is hereby amended to read as follows:

Section 6. Salary

A. Effective June 27, 202~~4~~<sup>4</sup>, Employee’s base salary shall be adjusted by ~~2.63~~<sup>2.753</sup>%. Employee’s base monthly salary shall be increased to ~~\$20,179.~~

B. Effective first full pay period in July 202~~5~~<sup>5</sup>, Employee’s base salary shall be adjusted by ~~2.753~~<sup>2.753</sup>%. Employee’s base monthly salary shall be increased to ~~\$18,459~~<sup>\$20,785.</sup>

C. Effective first full pay period in July 202~~6~~<sup>6</sup>, Employee’s base salary shall be adjusted by ~~2.753~~<sup>2.753</sup>%. Employee’s base monthly salary shall be increased to ~~\$18,659~~<sup>\$21,408.</sup>

D. If the City tax measure passes in November 2024, the Employee’s base salary shall be adjusted by 3.61%. Such increase shall be effective the first pay period after City Council certification of 2024 election results.

~~E. Upon completion 15 continuous years of service with the City, employee's base pay shall be increased by 5%. If the City tax measure on the November 2024 ballot passes, the following longevity schedule will be implemented:~~

- ~~a. 10 years' continuous service – 5%~~
- ~~b. 15 years' continuous service – additional 3%, which shall be compounded with the 10 year recognition.~~
- ~~c. 20 years' continuous service – additional 2%, which shall be compounded with the 15 year recognition.~~

2. Section 9.C shall hereby be amended to read as follows:

Flexible Spending Arrangement Contributions

The City makes a flexible spending arrangement (“Flex Plan”) contribution on behalf of each qualified employee for medical, dental & vision coverage. For those employees who have selected health coverage through CalPERS, from the monthly contribution set forth herein, effective January 1, 2024, a \$15743.00 per month contribution will be paid to PERS for what is sometimes referred to as “employer contribution”. This amount is the minimum amount required by CalPERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. The City’s maximum contribution below is inclusive of the required PEMCHA minimum.

<del>Effective Dates</del>	<del>Employee Only</del>	<del>Employee +1</del>	<del>Employee +2</del>
<del>June 27, 2021, the monthly maximum contribution (inclusive of PEMCHA minimum)</del>	<del>\$874</del>	<del>\$1,389</del>	<del>\$1,801</del>
<del>First full pay period in July 2022</del>	<del>\$899</del>	<del>\$1,414</del>	<del>\$1,826</del>
<del>First full pay period in July 2023</del>	<del>\$924</del>	<del>\$1,439</del>	<del>\$1,851</del>
<del>Effective Dates</del>	<del>Employee Only</del>	<del>Employee +1</del>	<del>Employee +2</del>
<del>First full pay period after ratification</del>	<del>\$1,000</del>	<del>\$1,850</del>	<del>\$2,250</del>
<del>First full pay period in July 2025</del>	<del>\$1,050*</del>	<del>\$1,925*</del>	<del>\$2,350*</del>
<del>First Full pay period in July 2026</del>	<del>\$1,100*</del>	<del>\$2,000*</del>	<del>\$2,450*</del>

~~\*Contingent on the City tax measure passing in November, 2024.~~

3. Employees who can verify to the City's satisfaction that: they have group health coverage for medical (including dental and vision), which will remain in effect until the next enrollment date will be eligible for a cash payment of \$250.00 per month. Employees who purchase a CalPERS Health Plan and dental and vision coverage, but do not use their entire monthly contribution, may use the remaining funds to purchase benefits other than medical (including dental and vision) coverage. (If a cash payment is taken, it is not included in the employee's compensation for the CalPERS retirement plan).

4. The City reserves the option of adding additional health care plans programs as they may become available. ~~to the cafeteria plan, as they may become available.~~

Except as hereinabove stated, all other terms and conditions of the Agreement remain in full force and effect, are hereby re-stated and are hereby incorporated herein by reference as if fully set forth.

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment to the City Manager Employment Agreement the day and year written above.

Dated: \_\_\_\_\_

CITY OF CAPITOLA

By: \_\_\_\_\_

Kristen Brown  
City of Capitola Mayor

Dated: \_\_\_\_\_

EMPLOYEE

By: \_\_\_\_\_

Jamie Goldstein