



Folsom City Council Staff Report

MEETING DATE:	1/14/2025
AGENDA SECTION:	New Business
SUBJECT:	Resolution No. 11320- A Resolution Appointing Bryan Whitemyer as City Manager and Approving an Employment Agreement for Said Appointment
FROM:	City Attorney's Office

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council pass and adopt Resolution No. 11320 to appoint Bryan Whitemyer as City Manager and approve an Employment Agreement that establishes the terms and conditions of the appointment, including salary and benefits.

BACKGROUND / ISSUE

Following former City Manager Elaine Andersen's retirement announcement, the City Council engaged executive search firm Bob Murray & Associates to recruit the City's next City Manager. The City Council met in Closed Session on December 16, 2024 pursuant to the Brown Act and unanimously expressed a desire to appoint Bryan Whitemyer as the City's next City Manager. The Council authorized Mayor Aquino and Councilmember Rohrbough to negotiate the employment terms with Mr. Whitemyer.

In accordance with the requirements of the Brown Act (Government Code §54957), the City Council will present the employment terms in open session and authorize the execution of an employment agreement in a form approved by the City Attorney. A copy of the proposed employment agreement is attached to this Staff Report as Attachment 2.

POLICY / RULE

Section 3.01 of the Folsom City Charter provides that the City Council shall appoint a City Manager through the mechanism of an employment agreement to serve as the City's chief executive and administrative officer at the pleasure of the Council.

ANALYSIS

Mr. Whitemyer has over 23 years of experience in municipal government and public administration. He comes to Folsom from the City of Oakdale where he served as its City Manager for the past 12 years. Prior to Oakdale, Mr. Whitemyer served as City Manager at the City of Hughson from 2010 to 2013, and Assistant City Manager at the City of Patterson from 2007 to 2010.

Mr. Whitemyer holds a bachelor's degree in international studies from Brigham Young University and a master's degree in public administration from California State University, Stanislaus. He is a member of the International City Management Association (ICMA) and a representative of the Central Valley City Manager's Division at the League of California Cities.

Following the December 16, 2024 City Council meeting and at the direction of the City Council, Mayor Aquino and Councilmember Rohrbough consulted with Mr. Whitemyer regarding the proposed terms and conditions of his appointment. The resulting Employment Agreement is attached for Council review and approval.

Until Mr. Whitemyer assumes his position as City Manager on March 10, 2025, Dan Haverty will continue to serve as Interim City Manager at the City of Folsom.

ORAL REPORT REQUIRED

Government Code Section 54953(c)(3) requires the City Council to orally report in open session a summary of the salary, salary schedules, and compensation in form of fringe benefits for local agency executives, before the City Council may take final action on such compensation. The position of City Manager is a "local agency executive" for whom such an oral report is required. Before taking action on this item, the following script should be read by the City Clerk:

Oral Report

"In accordance with Government Code Section 54953(c)(3), a summary of the City Manager's salary and benefits is reported as follows:

The salary for the assignment of City Manager will be \$310,000 per year. The City Manager will also receive deferred compensation of 7.5%, a monthly auto allowance of \$500, monthly expense allowance of \$200, and monthly tech allowance of \$100.

Consistent with other Executive Management employees of the City of Folsom, the City Manager is eligible for health benefits which include vision, dental, and comprehensive medical insurance. Other benefits include life and disability insurance as well as workers' compensation coverage. Paid time off includes holidays, administrative leave, annual leave, sick leave, and leave accruals on the same basis as other Executive Management employees. Further benefits include PERS Member Retiree benefits and deferred compensation plans."

FINANCIAL IMPACT

Compensation for the City Manager is already budgeted in the FY 2025-2026 City budget.

ENVIRONMENTAL REVIEW

The appointment of the City Manager is not a project under the California Environmental Quality Act. No environmental review is required.

ATTACHMENTS

1. Resolution No. 11320- A Resolution Appointing Bryan Whitemyer as City Manager and Approving an Employment Agreement for Said Appointment
2. Employment Agreement for the City Manager

Respectfully submitted,

Steven Wang, City Attorney

ATTACHMENT 1

Resolution No. 11320- A Resolution Appointing Bryan Whitemyer as City Manager and
Approving an Employment Agreement for Said Appointment

RESOLUTION NO. 11320

**A RESOLUTION APPOINTING BRYAN WHITEMYER AS CITY MANAGER
AND APPROVING AN EMPLOYMENT AGREEMENT FOR SAID APPOINTMENT**

WHEREAS, Section 3.01 of the Folsom City Charter provides that the City Council shall appoint a City Manager to be the Chief Executive Officer of the City based on administrative qualifications; and

WHEREAS, Section 3.01 further provides that the City Council establish terms and conditions of that employment through the mechanism of an employment agreement; and

WHEREAS, the City Council has met in closed session as authorized by the Brown Act to consider the employment of the City Manager; and

WHEREAS, the City Council has unanimously selected Bryan Whitemyer as the City's next City Manager.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Folsom that the Mayor is authorized to execute an Employment Agreement, in a form approved by the City Attorney, with Bryan Whitemyer to be the City Manager of the City of Folsom.

PASSED AND ADOPTED this 14th day of January, 2025 by the following roll-call vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

Sarah Aquino, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

Employment Agreement for the City Manager

CITY OF FOLSOM

EMPLOYMENT AGREEMENT FOR THE CITY MANAGER

THIS AGREEMENT, the effective date of which shall be the ____ day of January, 2025, is by and between the City of Folsom, State of California, a municipal corporation, hereinafter referred to as "Employer," and Bryan Whitemyer, hereinafter called "Employee."

RECITALS

WHEREAS, the City Council shall appoint a City Manager through the mechanism of an Employment Agreement to serve at the pleasure of the City Council, and the City Council wishes to retain Employee in the position of City Manager; and

WHEREAS, pursuant to the provisions of the Folsom City Charter and Chapter 2.08 of the Folsom Municipal Code, the City Council has determined that Employee shall be the City Manager of the City of Folsom; and

WHEREAS, it is the desire of the City Council to establish terms and conditions of employment; establish compensation and certain benefits; provide a procedure to set goals and objectives to be met and the measurement thereof; provide for a review and evaluation of performance; provide for termination, if necessary; and provide for other subjects related to the status of Employee within this Employment Agreement; and

WHEREAS, the City Council has determined the salary and benefits for this position as outlined in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the City Council to secure and retain the services of Employee and to provide inducement for him to remain in such employment and to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and

WHEREAS, Employee desires to accept employment with the City of Folsom in the position specified above.

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

Section 1. Duties

City Council hereby agrees to employ Employee as City Manager of Employer to perform such legally permissible and proper duties and functions as prescribed by the Municipal Code and/or as the City Council may lawfully assign. Employee shall commence his duties on March 10, 2025, and salary and all accruals provided herein shall begin with commencement of his duties.

Section 2. Term, Termination, Resignation and Severance Pay

A. Notwithstanding any code, ordinance, law or provision to the contrary, the term of this Agreement is four years, with an option to extend for an additional four years on March 10, 2029 unless one of the parties notifies the other by March 10, 2028 of its intention not to extend the Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject to the provisions of the City Charter, Chapter 2.08 of the Folsom Municipal Code, and this Agreement. Employee may resign at any time from his position with Employer subject to providing sixty (60) days advance written notice to Employer, unless the parties hereto otherwise agree, in writing, to a different notice period.

B. In the event Employee resigns or is terminated by the City Council, Employer agrees to pay Employee any accrued and unpaid salary and the cash value of any accrued annual leave or administrative leave, all subject to federal and state withholding requirements. Such amount shall be paid within thirty (30) days of resignation or termination.

C. In the event Employee is terminated by the City Council, Employer agrees to pay Employee a lump sum cash severance payment as set forth on Exhibit "A," attached hereto. The severance payment shall be the equivalent of the cash value of the monthly salary provided to the Employee without benefits or accrual of annual, vacation, sick or administrative leave during that time period. Employer agrees to make this payment, less withholdings, within thirty (30) days of termination. If Employee is terminated for reasons of criminal misconduct which would amount to a misdemeanor or higher offense under the Penal Code, acts constituting moral turpitude, conflicts of interest or incompatibility of office occurring in the course of employment, whether charges are filed or not, Employer shall have no obligation to make any payments to Employee under this section. If Employee is terminated as a result of a conviction of an offense amounting to a misdemeanor or higher under the Penal Code, or for committing acts constituting moral turpitude, conflicts of interest or incompatibility of office occurring outside the course of his employment, Employer shall have no obligation to make any payments to Employee under this section.

D. In the event Employee is convicted of a crime that involves abuse of his position or office as defined in Government Code section 53243.4, Employee must fully reimburse the Employer for specified funds pursuant to Government Code section 53243, *et seq.*, as set forth below:

1. If Employee is placed on paid administrative leave pending an investigation by the City of any potential abuse of his position, Employee shall be required to fully reimburse the City the cost of the paid administrative leave if he is convicted of a crime involving an abuse of his position.

2. Notwithstanding any other provisions of this Agreement, if Employee has been provided legal criminal defense counsel regarding a charge involving the abuse of his position, Employee must fully reimburse the City for the cost of that counsel if Employee is convicted of a crime involving an abuse of his position.

3. Notwithstanding any other provisions of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the

Employer shall be fully reimbursed if Employee is convicted of a crime involving an abuse of his position.

Section 3. Compensation

A. Employee's base salary on the effective date of this Agreement shall be payable in installments at the same time as other employees of Employer are paid in the amount set forth in Exhibit A. Employee's salary is reflective of the salary for similar positions in a comparable employment market, based upon a salary survey and takes into account the special expertise, experience and job duties of Employee.

B. The City Council shall review Employee's performance annually, and shall determine compensation based upon Employee's performance.

Section 4. Expense Allowance and Reimbursement

A. Employer's duties require that Employee incur expenses that may not be eligible for reimbursement by the City, but which are nonetheless incurred by Employee in the course of the performance of those official duties and/or functions. Accordingly, to encourage Employee to participate, attend or contribute to events, activities or organizations that enhance and promote the image and interests of the City, the City Council hereby provides to Employee an expense allowance in the fixed amount per month as set forth on Exhibit A as part of Employee's total compensation package.

B. The expense allowance is not intended to prevent or prohibit Employee from seeking reimbursement for expenses that are eligible for reimbursement pursuant to state law and/or City policy, such as travel, lodging or meal expenses incurred while on official business.

C. The expense allowance shall be treated as income and shall be subject to all applicable federal and state taxation requirements. The expense allowance is not contingent on proof of actual expenses incurred by Employee, and Employee shall not be required by the City to maintain any record of non-reimbursable expenses.

D. As an inducement to Employee to accept this Agreement, Employer agrees to reimburse Employee for moving expenses in an amount not to exceed \$15,000.00. Employee understands and agrees that the moving expenses reimbursement is not renewable and shall extinguish upon full payment.

E. As a further inducement to Employee to accept this Agreement, Employer agrees to reimburse Employee for housing expenses not to exceed a total of \$18,000. Employee understands and agrees that the housing expenses reimbursement is not renewable and shall extinguish upon full payment.

Section 5. Auto Allowance

Employer's duties require that Employee have transportation readily available for his unrestricted use during his employment with Employer, and, to the end of assuring that Employee has a vehicle available, the City Manager shall be granted an automobile allowance as set forth on Exhibit A, payable in monthly installments in the regular payroll process.

Section 6. Performance Evaluation

The City Council and Employee shall meet at least once annually to mutually establish goals and performance objectives desired by the City Council to be accomplished during the next year.

Section 7. Administrative Leave

A. Administrative leave shall be commensurate with required job commitments beyond normal work hours, such as attendance at meetings of the City Council and various boards and commissions. It is recognized that Employee has significant job requirements and commitments beyond normal work and Employee shall be credited with administrative leave annually in the amount provided in Exhibit A to this Agreement. Administrative leave shall be credited to Employee on the first day of each calendar year in the full amount specified in Exhibit A.

B. Administrative leave may be used for leave purposes only and has no cash value, except in the event of termination. Administrative leave shall be capped at 80 hours and must be used during the calendar year. Unused hours shall not roll over to subsequent years.

C. In the event of termination, except termination for cause, Employee shall be paid for any unused Administrative Leave on an hour for hour basis.

Section 8. Annual and Sick Leave

Employee shall accrue annual and sick leave as follows:

A. Employee shall accrue, and have credited annual leave at the rate set forth in Exhibit A attached to this Agreement. Annual leave shall be comprised of sick leave, personal leave and vacation.

B. There is an annual leave cap of 320 hours. Employee may accrue the unused portion of any earned annual leave up to 320 hours of annual leave. If Employee reaches an Annual Leave balance of 320 hours, Annual Leave will cease to accrue and Employee will begin accruing Sick Leave until the Annual Leave balance falls below 320 hours. When Employee is accruing Sick Leave, it shall accrue at the same rate as Annual Leave (24 hours per month). Sick Leave would continue to accrue thereafter at the rate of 24 hours per month until and unless the Annual Leave bank balance is below 320 hours.

C. Sick leave may only be used by Employee for purposes enumerated in the City Personnel Rules. Accrued sick leave cannot be cashed out and has no cash value. There is no maximum on the number of hours of sick leave Employee may accrue. Consistent with PERS law, sick leave may be converted to service credit for purposes of retirement.

D. A maximum of 40 hours of accrued Annual Leave is eligible to be cashed out per fiscal year, except upon termination of employment or retirement from the City of Folsom.

E. If Employee participates in voluntary contributions to a 401A plan with annual leave, nothing in this section is intended to affect such contributions provided the contributions are at no cost to the City.

Section 9. Other Benefits

A. Employee shall be entitled to receive the benefits delineated below in the amounts specified in Exhibit A attached to this Agreement. The benefits provided shall be with plans and as provided to other employees in the City. Benefits provided include:

1. Health, Dental and Vision Insurance (payment of premiums)
2. Life Insurance (payment of premiums)
3. Short and long-term disability insurance (payment of premiums)
4. Deferred Compensation
5. Workers' Compensation coverage for on-the-job injuries or illnesses

B. Employer intends to provide Employee with benefits at least equivalent to those benefits available to other City employees. To the extent other benefits are granted to City employees which are not included in this Agreement, the City Council shall consider whether to amend this Agreement to provide such benefits to Employee.

C. Additional and other benefits may be provided to Employee, at the discretion of the City Council, and shall be set forth in Exhibit A.

D. Employer reserves its right to make changes from time to time in the benefits offered and the cost of such benefits to active or retired employees, both before and after retirement.

Section 10. Retirement

Employer agrees to make employer contributions to the California Public Employees Retirement System (PERS) for the 2.0% at 55 PERS plan on behalf of Employee. Employee shall have the employee portion of the PERS contribution regularly deducted from his salary by the City and forwarded to PERS, which account shall accrue to the benefit of Employee. Employee's retirement shall be calculated based on his highest average annual compensation during his last consecutive 36-month period of employment with the Employer. Employee shall pay 100% of the Employee contribution to the PERS Retirement benefit. If Employer modifies the retirement plan provided to other current non-safety employees, then Employee's plan shall conform to the modified plan.

Section 11. Official Travel and Professional Development

Employer shall pay the reasonable travel and subsistence, registration and incidental expenses of Employee incurred for official travel, meetings, and events, and Employer shall pay for the reasonable expenses related to the professional growth and development, and/or professional certification of Employee.

Section 12. Dues and Subscriptions

Employer agrees to pay for the reasonable professional dues and subscriptions of Employee necessary for his continuation and participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and knowledge enhancement, and for the benefit of Employer.

Section 13. Team Building and Executive Team Development

The City Council and Employee acknowledge the importance of team building and executive team development and the City Council supports reasonable programs and activities, as determined by the City Manager, to achieve a cohesive and performance-oriented management team.

Section 14. Defense and Indemnification

To the extent required by state law, Employer shall defend, hold 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 in the performance of Employee's duties for the position specified in this Agreement. Employer may, in its sole discretion, compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon when, in the judgment of Employer such is the most advisable course of action, but in any event, will defend and indemnify Employee. This provision shall survive any termination or resignation of the Employee or expiration of this Agreement. This paragraph is not intended to provide any rights in excess of those rights provided by state law.

Section 15. Notices

A. Notices pursuant to this Agreement shall be given by first class mail addressed as follows:

1. EMPLOYER: City Council
City of Folsom
50 Natoma Street
Folsom, California 95630

Any Notice to the City Council shall include a copy to the City Attorney at the same address.

2. EMPLOYEE: Bryan Whitemyer

B. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice.

C. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the U.S. Postal Service.

Section 16. Relationship with City Attorney

Notwithstanding the power of the City Manager to appoint all employees of the City, including the City Attorney, Employee hereby acknowledges that pursuant to the Rules of Professional Conduct of the State Bar of California, the City Attorney's client is the City. Employee further acknowledges that the City Attorney is required to advise the City Council if the City Attorney believes that the City Manager has acted, or intends to act in a manner which is likely to result in damage, injury or liability to the City, or has refused to act to prevent such damage, injury or liability. Employee shall take no action to prohibit the City Attorney from fulfilling such responsibilities.

Section 17. General Provision

A. The text hereof shall constitute the entire Agreement between the parties and shall supersede any and all prior agreements and amendments between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by a representative of the City Council and the Employee.

B. This Agreement shall be binding on and inure to the benefit of the heirs at law and executors of Employee.

C. If any provision or any portion of the Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

D. The Agreement shall become effective immediately upon the execution by both parties.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

IN WITNESS WHEREOF, the Mayor of the City of Folsom, California, pursuant to authority granted to her by the City Charter and Folsom Municipal Code, hereby signs this Agreement on behalf of the City of Folsom as Employer, and Bryan Whitemyer, as Employee, hereby signs this Agreement, both parties agreeing to the terms and provisions set forth herein.

APPROVED AND AUTHORIZED:

Date: _____

Sarah Aquino, Mayor of the City of Folsom
For the City of Folsom – Employer

ACCEPTED AND AGREED TO:

Date: _____

Bryan Whitemyer
Employee – City Manager

ATTEST:

Christa Freemantle
City Clerk

APPROVED AS TO FORM:

Steven Wang
City Attorney

EXHIBIT "A"

CITY MANAGER TOTAL COMPENSATION

Base Salary: \$310,000.00 per year

Benefits:

PERS: 2.0% at 55. Employee shall pay his PERS employee contribution.

Deferred Comp: 457 plan. Choice of 3 carriers; City pays 7.5% of Employee's salary per month to the plan of Employee's choice with no matching contribution required of Employee.

Auto Allowance: \$500 per month.

Expense Allowance: \$200 per month.

Tech Allowance: \$100 per month.

Holidays: 13 paid City holidays (inclusive of one floating holiday).

Admin Leave: 80 hours per year.
Effective March 10, 2025, Employee will have 80 hours of Administrative Leave available to him. In subsequent years, administrative leave shall be credited in January. Any unexpended hours shall not "roll over" to the following year and shall have no cash value upon separation.

Annual Leave: Effective March 10, 2025, Employee will have 120 hours of annual leave available to him. Thereafter, annual leave shall accrue at the rate of 24 hours per month.

Employee shall use Annual Leave as follows:

- A. Employee may accrue the unused portion of any earned annual leave up to a maximum of 320 hours; Employee may not accrue more than 320 hours of Annual Leave. If Employee reaches an Annual Leave balance of 320 hours, Annual Leave will cease to accrue and employee will begin accruing Sick Leave until the Annual Leave balance falls below 320 hours.
- B. A maximum of 40 hours of accrued Annual Leave is eligible to be cashed out per fiscal year, except upon termination of employment or retirement from the City of Folsom.
- C. If Employee participates in voluntary contributions to a 401A plan (if

available) with annual leave, nothing in this section is intended to affect such contributions provided the contributions are at no cost to the City.

Sick Leave:

- A. Effective March 10, 2025, Employee will have 120 hours of Sick Leave available to him. Thereafter, Employee shall not accrue Sick Leave unless employee's Annual Leave balance is in excess of 320 hours.
- B. When Employee is accruing Sick Leave, it shall accrue at the same rate as Annual Leave (24) hours per month). As an example, should Employee have an Annual Leave bank of 310 hours and accrue 24 hours of leave the following month, 10 hours would accrue as Annual Leave and 14 would accrue as Sick Leave. Sick Leave would continue to accrue thereafter at the rate of 24 hours per month until and unless the Annual Leave bank balance is below 320 hours.
- C. Sick leave may be used by Employee for illness or injury as set forth in City Personnel Rules.
- D. Upon amendment of the City's contract with PERS to permit Sick Leave to be converted to service credit for purposes of retirement, Employee may participate in the program if program participation is available to Employee.
- E. Accrued sick leave shall not be cashed out and shall have no cash value.
- F. There shall be no maximum on the number of hours of sick leave Employee may accrue.

Health Insurance: City pays the health insurance premium for Employee, Employee plus 1 or Employee plus family up to the maximum insurance premium rate offered to other Executive Management employees of the City. Employee shall provide contributions to health insurance premiums to the same level required of other City employees.

In the event Employee declines the City's health insurance coverage, Employee shall receive a cash back payment in the amount of \$250 per month for each month Employee does not participate in the City's health insurance plan, commencing on the Effective Date of this Agreement. Employee understands and acknowledges that Employee may re-enroll in the City's health insurance plan only during the annual open enrollment period.

Employee may participate in any adopted Health Savings Account adopted by the City, at no cost to the City.

Dental Insurance: City pays 80% of the dental insurance premium for Employee, Employee plus 1 or Employee plus family for dental insurance

coverage offered to other employees of the City. If Employee elects dental coverage, Employee will contribute 20% of the monthly premium. If Employee does not elect dental coverage or drops coverage at any time in the future, Employee must wait 2 years to be eligible for dental coverage.

Vision Insurance: City pays 80% of the insurance premium for Employee, Employee plus 1 or Employee plus family for vision eye insurance coverage offered to other employees of the City. If Employee elects vision coverage, Employee will contribute 20% of the monthly premium. If Employee does not elect vision coverage or drops coverage at any time in the future, Employee must wait 2 years to be eligible for vision coverage.

Life Insurance: City pays 100% of the premium for a \$100,000 life insurance policy on policies offered to other Executive Management employees of the City. The life insurance may be portable at no additional cost to the City.

Disability: City pays 100% of the monthly premium for both short and long-term disability insurance policies on policies offered to other employees of the City.

Retiree Medical: The City reserves its right to make changes from time to time in the health benefits offered and the cost of such insurance coverage to active or retired employees, both before and after retirement. Employee acknowledges City's right.

The City has established a Health Reimbursement Arrangement (HRA) for employees not covered under, or eligible for other retiree health care. The City shall contribute \$25 per pay period into the HRA or equivalent mechanism determined by the City and as permissible by law.

Pursuant to applicable law, the City may establish a tax-exempt Voluntary Employee Benefit Association (VEBA), Retiree Health Savings Account (RHSA) or other mechanism for all employees to save for additional Retiree health insurance and provide a mechanism whereby employees may voluntarily contribute toward future costs of retiree health insurance premiums and related expenses. Should such a program be established, Employee shall be permitted to participate if eligible.

Effective September 1, 2019, employees who retire from City service must have at least 120 months of continuous service as City employee to qualify for dental and vision insurance benefits provided to active employees. If Employee elects this coverage, City shall contribute 5% of the premium per year of City service, up to an 80% City contribution. If Employee does not elect either

vision or dental coverage or drops coverage at any time in the future, Employee must wait 2 years in order to be eligible for coverage.

Retiree Life Ins: City pays 100% of the premium for a \$70,000 life insurance policy for Retired Directors on policies offered to other Retired Department Directors of the City.

Severance: Twelve (12) months' base salary without benefits, and no accrual of annual or administrative leave during that time period. If the number of months remaining on the contract upon discharge is less than the number of months provided for severance, then pursuant to Government Code section 3511.1 and 53260, Employee's severance sum shall be equivalent to the number of months remaining on the contract. Severance shall not include the value of any accrual of annual or administrative leave.

Dated: _____

BRYAN WHITEMYER