

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into effective June 9, 2009 by and between the CITY OF STANTON, a municipal corporation (the "City") and TERRI MARSH ("MARSH") as follows

WHEREAS, City desires to employ the services of MARSH as ADMINISTRATIVE SERVICES DIRECTOR of the City of Stanton, as provided by the Stanton Municipal Code, and

WHEREAS, the City Manager of City (the "Manager") desires to (1) retain the services of MARSH and, to provide inducement for her to remain in such employment, (2) to make possible full work productivity by assuring MARSH morale and peace of mind with respect to future security, and (3) to provide a just means for terminating MARSH services at such time as City may desire to terminate her employ,

WHEREAS, MARSH desires to accept employment as Administrative Services Director of City

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

Section 1 Duties

- A City hereby agrees to employ MARSH as Administrative Services Director of City to perform the functions and duties specified in the Stanton Municipal Code, the California Government Code, the employee position description for the Administrative Services Director of City, and to perform other legally permissible and proper duties and functions as the Manager or the City Council of City shall from time to time assign
- B MARSH shall be under the day to day supervision and direction of the City Manager
- C MARSH shall attend all City Council meetings unless directed by the Manager
- D MARSH shall devote the necessary hours to perform her duties without any additional compensation or overtime

Section 2 Termination and Severance Pay

- A MARSH shall serve at the will and pleasure of the Manager and may be terminated at any time without cause or right to a hearing but subject to the terms of this Agreement
- B In the event MARSH is terminated by the Manager at such time as MARSH continues to be willing and able to perform her duties under this Agreement, City agrees to pay MARSH a lump sum cash payment, or equal payments over an agreed upon period of time, equal to four (4) months of aggregate salary, provided, however, that in the event MARSH is terminated by the Manager because of her commission of any illegal act involving a felony, an act or action constituting moral turpitude or personal gain to her, then in that event, City shall have no obligation to pay the aggregate severance sum designated in this paragraph Upon

termination, MARSH shall also be entitled to compensation for accrued and unused leave up to one hundred eighty (180) hours

- C In the event City at any time during the term of this Agreement reduces the salary or other financial benefits of MARSH in a greater percentage than an applicable across-the-board reduction for all department-heads level employees of City, or in the event City refuses, following written notice, to comply with any other provision benefitting MARSH herein, or MARSH resigns following a request, whether formal or informal, by the Manager that she resign, MARSH may, at her option, be deemed to be "terminated" at the date of such reduction, resignation or such refusal to comply, within the meaning and context of the severance pay provision set forth in Section 2 B
- D In the event MARSH voluntarily resigns her position with City, MARSH shall give City thirty (30) days written notice in advance

Section 3 Salary

City agrees to pay MARSH for her services rendered pursuant hereto at the monthly base salary range Step "A," of Nine Thousand Six Hundred and Eighty-eight Dollars and No Cents (\$9,688 00), payable in installments at the same time as other employees of City are paid Following six (6) months of service MARSH shall be eligible for a merit review for advancement to the next step in the salary range Thereafter, merit salary review dates shall fall upon the completion of twelve (12) months service intervals, after the last salary review date In addition, MARSH shall be entitled to automatically receive any cost of living or other salary and/or fringe benefit increases provided to all general City employees

Section 4 Holidays

MARSH shall be entitled to the same holidays as other City employees

Section 5 Automobile Allowance

The City agrees to pay to MARSH a three hundred dollars (\$300 00) per month automobile allowance MARSH shall provide the City with proof of insurance demonstrating coverage in an amount acceptable to the City

Section 6 Health, Disability and Life Insurance

- A City agrees to provide hospitalization, surgical and comprehensive medical for MARSH by choice, at the sole option of MARSH, of either of the two options as follows
 - 1 City will provide MARSH a medical benefit payment, up to and including, five hundred dollars (\$500 00) per month The medical benefit may be used to pay for private hospitalization, surgical and comprehensive medical and dental insurance for MARSH and her dependents The medical benefit shall be taken as a cash benefit, subject to applicable payroll deductions, provided that MARSH demonstrates, to the satisfaction of the City, that MARSH has hospitalization, surgical and comprehensive medical insurance in force, or,

- 2 City will provide MARSH hospitalization, surgical and comprehensive medical coverage commensurate with the standard employee City program
- B City also agrees to provide MARSH short term and long term disability insurance coverage commensurate with the standard employee City program
- C City also agrees to provide a life insurance policy commensurate with the standard employee City program

Section 7 Retirement

City agrees to execute all necessary agreements to enroll MARSH in the California Public Employees' Retirement System ("CalPERS") and to pay a maximum of seven percent (7%) of "compensation earnable," for MARSH, toward the employee's contribution to CalPERS

Section 8 Comprehensive Leave

In lieu of sick, vacation, administrative, or any other paid leave, MARSH shall accrue annually up to a maximum of three hundred (300) hours of comprehensive leave. For that portion of the year commencing June 22, 2009 (e.g., first day of employment), through, and including, June 30, 2009, MARSH shall accrue a prorated total of six (6) hours of comprehensive leave. On June 30, 2009, MARSH shall be paid, at the then current rate of pay, for all accumulated comprehensive leave up to a maximum of six hours. Thereafter, on June 30 of each year, MARSH shall be paid, at the then current rate of pay, for all accumulated comprehensive leave up to a maximum of one hundred eighty (180) hours. After any such sell back of comprehensive leave under the previous sentence, any accumulated comprehensive leave remaining shall be carried forward to the following year. On July 1 of each year, the total amount of comprehensive leave available to MARSH shall be replenished to reach the maximum comprehensive leave accumulation limit of three hundred (300) hours.

Section 9 Dues and Subscriptions

Provided MARSH receives the prior approval of the Manager, City agrees to pay for the professional dues and subscriptions of MARSH necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of City.

Section 10 Professional Development

Provided MARSH receives the prior approval of the Manager, City agrees

- A To pay the travel and subsistence expenses of MARSH for professional and official travel, meetings and occasions adequate to continue the professional development of MARSH and to adequately pursue necessary official and other functions for City
- B To pay for the travel and subsistence expenses of MARSH for short courses, institutes and seminars that are necessary for her professional development and for the good of City

Section 11 Performance Evaluation

- A The Manager shall review and evaluate the performance of MARSH annually on or before June 22nd of each year. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Manager and MARSH. Said criteria may be modified as the Manager may from time to time determine after consultation with MARSH.
- B Annually, the Manager and MARSH shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the Manager's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.
- C It is understood that additional performance reviews and/or employee counseling may be conducted at any time by the Manager.

Section 12 Other Terms and Conditions of Employment

- A The Manager, in consultation with MARSH, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of MARSH, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or State or Federal law.
- B All provisions of the City Municipal Code and regulations and rules of City relating to leave, retirement and pension system contributions, life insurance, holidays and other fringe benefits and working conditions as they now exist or thereafter may be amended, which apply to all City employees, except as otherwise set forth herein, also shall apply to MARSH.
- C The Administrative Services Director of City is a full-time professional appointment requiring continuous devotion to the job specified in this Agreement. Accordingly, MARSH shall not engage herself in other employment or activities which may reduce her ability to meet the needs of the position.

Section 13 Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

<u>City</u>	City of Stanton 7800 Katella Avenue Stanton, CA 90680
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<u>MARSH</u>	Terri Marsh
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Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. 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 course of transmission in the United States Postal Service.

Section 14 General Provisions

- A The text herein shall constitute the entire Agreement between the parties
- B This Agreement shall become effective commencing June 22, 2009
- C No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by the City and MARSH. No waiver of either party at any time of the breach of, or lack of compliance with, any condition or provision of this Agreement shall be deemed a waiver of any other provision or condition hereof
- D This Agreement shall be binding upon, or shall inure to the benefit of, the respective heirs, executors, administrators, successors and assigns of the parties provided, however, that MARSH may not assign MARSH obligations hereunder
- E This Agreement shall be governed by and construed in accordance with the laws of the State of California
- F If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect

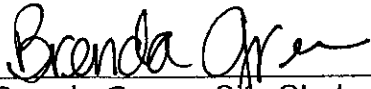
IN WITNESS WHEREOF, the City and MARSH have signed and executed this Agreement as of the day and year first above written

CITY



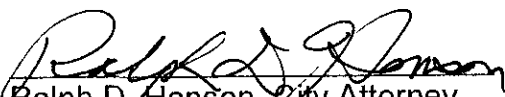
Carol Jacobs, City Manager

ATTEST



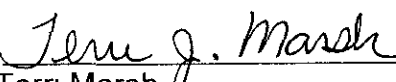
Brenda Green, City Clerk

APPROVED AS TO FORM



Ralph D. Hanson, City Attorney

MARSH



Terri Marsh