

FIFTH AMENDMENT TO EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF THOUSAND
OAKS AND THE CITY MANAGER

This Fifth Amendment to Employment Agreement (Contract No. 11382-2017) between the City of Thousand Oaks and City Manager (“Agreement”) is entered into this 14th day of September 2021, by and between Andrew P. Powers (“City Manager”) and the City of Thousand Oaks (“City”).

RECITALS

WHEREAS, City and City Manager desire to amend Agreement by which City Manager undertook the position of City Manager as described therein and otherwise subject to all of the covenants and conditions set forth therein.

AGREEMENT

NOW, THEREFORE, City and City Manager agree that the Agreement be, and hereby is, amended as follows:

1. **Section 4: Salary**

Effective July 10, 2021, City agrees to pay City Manager for his services rendered pursuant hereto a salary of Two Hundred Eighty Thousand, Four Hundred Fifty-Three Dollars and Forty-Seven Cents (\$280,453.47) per year, payable in the normal payroll installments at the same time as other executive management employees of City are paid.

City Council shall review City Manager’s salary annually as part of her performance evaluation, as explained in Section 5.

2. **Appendix A: City Manager Benefits**

Item 3. **Deferred Compensation:** delete “and Retiree Health Savings plan”.


Item 14. **Retiree Health Savings (RHS) Plan:** City shall establish a Retiree Health Savings (RHS) Plan for the benefit of the City Manager. City shall make a direct annual mandatory employer contribution to the plan in the amount of \$1,350 during the first full pay period after July 1 of each year beginning in 2021. The account shall be 100% vested at all times. Upon death of member without a spouse or eligible dependent, assets shall forfeit to the City to be reallocated for other healthcare contributions/expenses.

3. Except as otherwise specifically provided herein, all other provisions of the Agreement and any amendments thereto shall remain in full force and effect.


IN WITNESS WHEREOF, this Fifth Amendment has been executed by the parties effective on the date and year first written above.

CITY OF THOUSAND OAKS:

CITY MANAGER:

DocuSigned by:

0E5DE74C0896425


Claudia Bill- de la Peña, Mayor

DocuSigned by:

3082472D3E6C49D

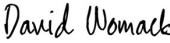
Andrew P. Powers

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:

1BF21485944D4F7

Cynthia M. Rodriguez, City Clerk

DocuSigned by:

ECFF0D79C3D94FD...

David Womack
Assistant City Attorney

FOURTH AMENDMENT TO EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF THOUSAND
OAKS AND THE CITY MANAGER

This Fourth Amendment to Employment Agreement (Contract No. 11382-2017) between the City of Thousand Oaks and the City Manager (“Agreement”) is entered into this 27th day of October 2020, by and between Andrew P. Powers (“City Manager”) and the City of Thousand Oaks (“City”).

RECITALS

Whereas City and City Manager desire to amend Agreement by which Andrew P. Powers undertook the position of City Manager as described therein and otherwise subject to all of the covenants and conditions set forth therein.

AGREEMENT

Now therefore City and City Manager agree that the Agreement be, and hereby is, amended as follows:

1. **Section 7: Benefits**

Benefits provided to City Manager via this Agreement are addressed in Exhibit A.

Notwithstanding the foregoing paragraph, City Manager shall be allocated an additional thirty (30) hours of Annual Leave effective December 14, 2020.

2. **Addition of Section 16: Signatures**

(a) Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) Scanned Signatures. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) Digital/Electronic Signatures. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic

signature on this document shall be construed as the parties' consent to do business electronically.

3. Except as otherwise specifically provided herein, all other provisions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, this Fourth Amendment has been executed by the parties effective on the date and year first written above.

CITY OF THOUSAND OAKS:

CITY MANGER:

DocuSigned by:
Al Adam
4D31F3913A494E3...
Al Adam, Mayor

DocuSigned by:
Andrew P. Powers
3062472D3E6C49D...
Andrew P. Powers

ATTEST:

DocuSigned by:
Cynthia M. Rodriguez
1BE21485944D4F7...
Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
David Womack
ECFF0D79C3D94FD...
David Womack
Assistant City Attorney

THIRD AMENDMENT TO EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF THOUSAND
OAKS AND THE CITY MANAGER

Contract No. 11382-2017

This Third Amendment to Employment Agreement (Contract No. 11382-2017) between the City of Thousand Oaks and the City Manager ("Agreement") is entered into this 10th day of September 2019, by and between Andrew P. Powers ("City Manager") and the City of Thousand Oaks ("City").

RECITALS

WHEREAS, City and City Manager desire to amend Agreement by which Andrew P. Powers undertook the position of City Manager as described therein and otherwise subject to all of the covenants and conditions set forth therein.

AGREEMENT

NOW, THEREFORE, City and City Manager agree that the Agreement be, and hereby is, amended as follows:

1. **Section 4: Salary**

Effective July 13, 2019 City agrees to pay City Manager for his services rendered pursuant hereto a salary of Two Hundred Sixty-Nine Thousand, Six Hundred and Sixty-Six Dollars and Eighty Cents (\$269,666.80) per year, payable in the normal payroll installments at the same time as other executive management employees of City are paid. City Council shall review City Manager's salary annually as part of his performance evaluation, as explained in Section 5.

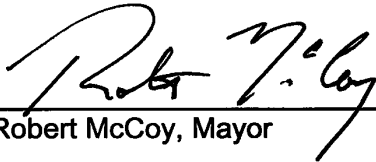
City Council shall annually review City Manager's salary range and benefits, with any increase(s) to be made to such extent as City Council may determine desirable.

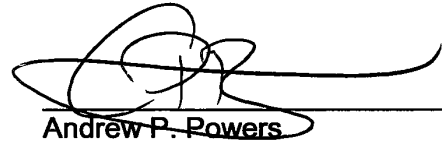
2. Except as otherwise specifically provided herein, all other provisions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, this Third Amendment has been executed by the parties effective on the date and year first written above.

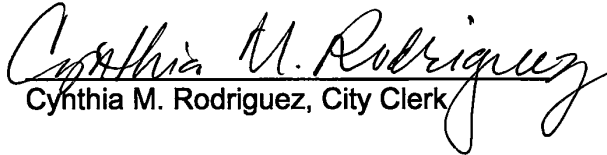
CITY OF THOUSAND OAKS:

CITY MANAGER:

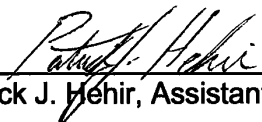

Robert McCoy, Mayor


Andrew P. Powers

ATTEST:


Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:


Patrick J. Hehir, Assistant City Attorney

**SECOND AMENDMENT TO EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF THOUSAND
OAKS AND THE CITY MANAGER**

This Second Amendment to Employment Agreement (Contract No. 11382-2017) between the City of Thousand Oaks and the City Manager ("Agreement") is entered into this 11th day of September 2018, by and between Andrew P. Powers ("City Manager") and the City of Thousand Oaks ("City").

RECITALS

Whereas City and City Manager desire to amend Agreement by which Andrew P. Powers undertook the position of City Manager as described therein and otherwise subject to all of the covenants and conditions set forth therein.

AGREEMENT

Now therefore City and City Manager agree that the Agreement be, and hereby is, amended as follows:

1. Section 4: Salary

Effective June 30, 2018 City agrees to pay City Manager for his services rendered pursuant hereto a salary of Two Hundred Fifty-Nine Thousand, Two Hundred and Ninety-Five Dollars (\$259,295.00) per year, payable in the normal payroll installments at the same time as other executive management employees of City are paid. City Council shall review City Manager's salary annually as part of his performance evaluation, as explained in Section 5.

City Council shall annually review City Manager's salary range and benefits, with any increase(s) to be made to such extent as City Council may determine desirable.

2. Section 7: Benefits (Exhibit A to contract)

Benefits provided to City Manager via this Agreement are addressed in Exhibit A. Exhibit A, Section 6 is amended as follow:

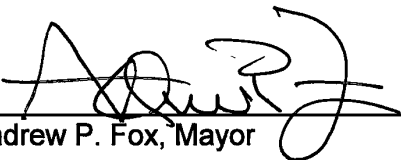
6. Annual Leave, Administrative Leave, Holidays and Bereavement Leave: On January 1st of each year, City Manager shall accrue and have credited to his Annual Leave Account thirty-five days, at an eight-hour per day rate, with the option of cashing out any unused leave up to eighty days per year. City Manager shall use at least fifteen days of said leave per year. The maximum amount he can accumulate at any time is eighty days. Any balance up to a maximum of eighty days, is due and payable upon retirement or separation

from City. Forty hours of Administrative Leave shall be credited to the City Manager on the first pay period of July each year. Administrative Leave must be used in the fiscal year in which it is credited. Any unused leave shall not be carried over into the next fiscal year; shall not be paid off at termination; or converted to compensation in any form. City Manager shall be entitled to Holidays, and Bereavement Leave at the same frequency/rate as other executive management employees of the City.

3. Except as otherwise specifically provided herein, all other provisions of the Agreement and any amendments thereto shall remain in full force and effect.


IN WITNESS WHEREOF, this Second Amendment has been executed by the parties effective on the date and year first written above.

CITY OF THOUSAND OAKS:



Andrew P. Fox, Mayor

CITY MANAGER:



Andrew P. Powers

ATTEST:



Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:



Patrick Henir
Assistant City Attorney

FIRST AMENDMENT TO EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF THOUSAND
OAKS AND THE CITY MANAGER

This First Amendment to Employment Agreement (Contract No. 11382-2017) between the City of Thousand Oaks and the City Manager ("Agreement") is entered into this 26th day of September 2017, by and between Andrew P. Powers ("City Manager") and the City of Thousand Oaks ("City").

RECITALS

Whereas City and City Manager desire to amend Agreement by which Andrew P. Powers undertook the position of City Manager as described therein and otherwise subject to all of the covenants and conditions set forth therein.

AGREEMENT

Now therefore City and City Manager agree that the Agreement be, and hereby is, amended as follows:

1. **Section 4: Salary**

Effective July 1, 2017, City agrees to pay City Manager for his services rendered pursuant hereto a salary of Two Hundred Forty-Four Thousand, Six Hundred and Eighteen Dollars (\$244,618.00) per year, payable in the normal payroll installments at the same time as other executive management employees of City are paid. City Council shall review City Manager's salary annually as part of his performance evaluation, as explained in Section 5.

City Council shall annually review City Manager's salary range and benefits, with any increase(s) to be made to such extent as City Council may determine desirable.

2. **Section 7: Benefits (Exhibit A to contract)**

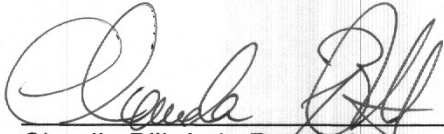
14. Effective July 1, 2017, City will provide a cell phone stipend of \$75 per month.

3. Except as otherwise specifically provided herein, all other provisions of the Agreement and any amendments thereto shall remain in full force and effect.

HRD:700-20/GR/h:/Common/Council Items/City Manager Agreement.docx

IN WITNESS WHEREOF, this First Amendment has been executed by the parties effective on the date and year first written above.

CITY OF THOUSAND OAKS:



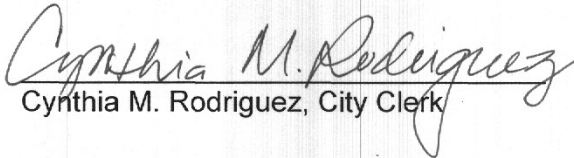
Claudia Bill-de la Peña, Mayor

CITY MANAGER:



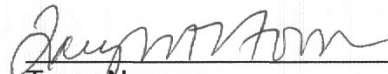
Andrew P. Powers

ATTEST:



Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:



Tracy Noonan
City Attorney

**EMPLOYMENT AGREEMENT BETWEEN
CITY OF THOUSAND OAKS
AND
CITY MANAGER**

THIS EMPLOYMENT AGREEMENT is made this 10th day of January, 2017, between Andrew P. Powers and City of Thousand Oaks, hereinafter referred to as "CITY".

RECITALS

- A. City desires to employ services of Andrew P. Powers as the City Manager of City.
- B. City desires to establish certain conditions of employment, provide certain compensation and benefits, and set working conditions for such employment, which was authorized by Thousand Oaks City Council.
- C. Andrew P. Powers desires to accept such employment on terms as set forth herein.

AGREEMENT

The parties agree as follows:

Section 1: Duties; Exclusive Employment

City agrees to employ Andrew P. Powers (hereinafter "City Manager") to perform the duties and functions specified in: 1) Thousand Oaks Municipal Code (including authority to interview, hire, dismiss employees, and to direct City workforce); 2) Certain City resolutions; 3) Current City job specification; and 4) Such other legally permissible duties and functions as City Council from time to time hereafter assigns.

City Manager agrees that he will at all times be employed exclusively by City to perform all duties and obligations required either expressly or implicitly by this Agreement and may not be employed, without prior City Council approval, in any other capacity while employed by City. City Manager shall focus his professional time, ability, and attention to City business during time in which this Agreement is in force.

City Manager shall not engage in any other business duties or pursuits whatsoever, or directly or indirectly, render any service of a business, commercial, or professional nature to any other person or organization, whether compensation or otherwise, without prior written consent of City Council. Notwithstanding the foregoing, the expenditure of reasonable amount of time not in conflict with the City's needs and interests for educational, charitable, community and professional activities shall not be deemed a breach of this Agreement and shall not require prior consent. City Council hereby authorizes City Manager to serve as an adjunct professor at California Lutheran University.

CC: 2/14/17

Contract No. 11382-2017

Section 2: At-Will Employee Status

This Agreement shall become effective on the date first written above. Inasmuch as City Manager serves at the will of the City Council, there is no term to this Agreement. The Agreement shall remain in force and effect unless or until terminated, as provided in Section 3.

City Manager serves as an "at-will" employee (as defined in California Labor Code Section 2922), serving at the pleasure of the City Council, and nothing in this Agreement shall require cause for removal, or prevent, limit, or otherwise interfere with the right of City Council to terminate the services of City Manager at any time, subject only to the provisions set forth in Section 3 (A) and 3 (B) of this Agreement. In addition, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City Manager to resign at any time from his position with City, subject only to the provision set forth in Section 3 (C) of this Agreement.

Section 3: Termination and Severance Pay

- A. City Council may terminate services of City Manager at any time with a written notice to City Manager, and date of such termination shall be the date set forth in that notice. If City Manager is terminated for any of the following reasons, City shall have no obligation to pay any severance pay as provided for in the Agreement: I) Insubordination, dishonesty, misappropriation of public funds, violation of City policy, ordinance, rule or procedure, or falsifying City records; II) Conviction of any misdemeanor concerning an act amounting to improper conduct as City Manager or involving moral turpitude, or III) Conviction of a felony. In all other cases, if City Manager is terminated by City Council during such time that he is willing and able to perform the duties under this Agreement, City agrees to provide City Manager one of the following, as determined by the City Council's sole discretion:
1. Three hundred sixty-five (365) days' advanced written notice of said termination; or
 2. A cash payment equal to twelve (12) months' base salary pursuant to Government Code Sections 53260-53264. Said cash payment will be paid in a lump sum within 15 days of termination.
- B. In the event the City, at any time during the period in which this Agreement is in force, reduces the salary or other financial benefits of City Manager in a greater percentage than applicable to an across-the-board reduction for executive management employees of City, or in the event City refuses to cure, following a fifteen (15) day written notice to cure from City Manager, its wrongful non-compliance with any provision benefiting City Manager herein, then City Manager may, at his option, be deemed "terminated" at

the date of such reduction, or City Council's refusal to comply within the fifteen (15) day notice period. Being deemed "terminated" as described in this paragraph triggers the right to severance pay set forth at Section 3 (A) (2) above.

- C. In the event City Manager voluntarily resigns his position with City, he shall provide City at least thirty (30) days written notice in advance, unless the parties otherwise agree, and such an event shall not be deemed a termination triggering the rights to and payments described in Section 3 (A) and (B) above.

Section 4: Salary

City agrees to pay City Manager for his services rendered pursuant hereto a base annual salary of \$230,772 effective January 10, 2017, payable in the normal payroll installments at the same time other executive management employees of the City are paid.

City Council shall annually review City Manager's salary and benefits as part of his performance evaluation, as explained in Section 5, with any increase(s) to be made to such extent as City Council may determine desirable.

Section 5: Performance Evaluation

City Council shall annually review and evaluate the performance and compensation of City Manager. Said review and evaluation shall be in accordance with specific criteria provided by City Council after consultation with City Manager. Further, City will provide City Manager with a summary of the performance findings of City Council and provide adequate opportunity for City Manager to discuss that evaluation with City Council in closed session. An initial performance evaluation under this Agreement shall be conducted in July 2017 and annually thereafter.

Section 6: Hours of Work

It is recognized that City Manager must devote a great deal of time outside the normal office hours to the business of City, and to that end City Manager may take leave as he deems appropriate during normal office hours. During any such leave, City Manager may designate an "Acting City Manager" to oversee operations of City in his absence, in compliance with Section 2-1.205 of Thousand Oaks Municipal Code.

Section 7: Benefits

Benefits provided to City Manager via this Agreement are addressed in Exhibit A.

Section 8: Professional Development

- A. City hereby agrees to budget for and pay for the professional dues and subscriptions on behalf of City Manager which are adequately necessary for City Manager's continuation and full participation in national, state, regional, or local associations and organizations necessary and desirable for City Manager's continued professional participation, growth, and advancement, and/or for the good of City. Furthermore, City shall budget and pay for the professional dues and subscriptions to such additional organizations and publications as approved by City Council.
- B. City also hereby agrees to budget and pay for travel and City's normal per diem or subsistence expenses of City Manager for professional and official travel, meetings, occasions necessary to continue the professional development of City Manager, and to adequately pursue official and other functions of City, including but not limited to the International City/County Management Association, National League of Cities, League of California Cities, and such other national, state, regional and local governmental and professional groups and committees which City and/or City Manager serves as a member.
- C. City also agrees to budget and pay for the travel and City's normal per diem or subsistence expenses of City Manager for multi-day courses, institutes, training and seminars that are necessary for professional development and for the good of City, as determined by City Manager.

Section 9: Non-Interference with Administrative Services

City Council and City Manager acknowledge City's long-standing support of the Council-Manager Form of Government. As a result, and as provided in TOMC Section 2-1.208, City Council shall respect City Manager's administrative authority to faithfully implement City Council's direction. Toward this end, neither City Council nor any Councilmember(s) shall interfere with the execution by City Manager of his powers and duties, or order, directly or indirectly, or in the appointment by City Manager, or by any of the Department Heads in the administrative service of City of any person to any office or employment, or his/her removal therefrom. Except for the City Attorney and for the purpose of inquiry, City Council and individual City Councilmember(s) shall deal with City employees solely through City Manager, and neither City Council nor any individual City Councilmember(s) shall give orders to any subordinate of City Manager, either publically or privately. City Manager shall take his orders and instructions from City Council only when it is sitting in a lawfully held meeting.

Section 10. Bonding

City shall bear the full cost of any fidelity or other bonds required of City Manager under any law or ordinance.

Section 11: Defense and Indemnification of City Manager

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 indemnify, defend, and hold harmless, City Manager 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 City Manager's duties, and City shall pay any costs and judgments assessed against City Manager arising out of an act or omission by City Manager occurring in the course and scope of City Manager's performance of his duties under this Agreement. City has the discretion to compromise and settle any claim or suit and the amount of any settlement or judgment rendered thereon. However, in the event City provides funds for legal criminal defense pursuant to this section and terms of the Government Code, City Manager shall reimburse the City for such legal criminal defense funds if City Manager is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 – 53243.4. Said defense and indemnification shall extend beyond termination of employment.

Section 12: Other Terms and Conditions of Employment

All provisions of City's rules and regulations relating to retirement and pension system contributions, holidays, and other fringe benefits as they now exist or hereafter may be amended, also shall apply to City Manager as they would to other executive employees of City in addition to said benefits enumerated specifically for the benefit of City Manager except as herein provided.

Section 13. Notices

Notices pursuant to this Agreement shall be given by deposit of such in the custody of the United States Postal Service, postage prepaid and addressed to City Manager at his home address, or to:

Thousand Oaks City Council
c/o City Attorney
2100 E. Thousand Oaks Boulevard
Thousand Oaks, CA 91362

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: Relinquishment of Claims

By entering into this Agreement, City Manager relinquishes, waives, and releases his rights to any and all claims to his former position as Interim City Manager or Assistant

City Manager, and to any further salary, merit pay, or salary increase as Interim City Manager or Assistant City Manager, notwithstanding Exhibit A, Section 6, he retains use of Leave accrual on City books from former position(s).

Section 15: General Provisions

- A. All of City Manager's writings, reports, and other documentation generated as part of his day-to-day duties during his employment with City is the property of City.
- B. This Agreement is for professional services that are personal to City, and this Agreement is not assignable by City Manager.
- C. The provisions of this Agreement shall be construed as a whole according to its common meaning or purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.
- D. This Agreement and the rights and obligations of the parties shall be governed and interpreted in accordance with the laws of the State of California.
- E. The text herein shall constitute the entire Agreement between the parties and supersedes any other agreements, either oral or in writing, between the parties hereto with respect to rendering these services, compensation, matters, or benefits. Any modifications of this Agreement shall be effective only if it is in writing and signed by both parties.
- F. This Agreement shall inure to the benefits of the heirs at law and executor(s) of City Manager.
- G. The captions of headings in this Agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provision or section of this Agreement.
- H. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable by a Court, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- I. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied

herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

- J. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties, and this Agreement reflects their mutual agreement with respect to the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement. Therefore, no presumption for or against validity or as to any interpretation hereof, based on the identity of the drafter, shall be applicable in interpreting or enforcing this Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY COUNCIL:



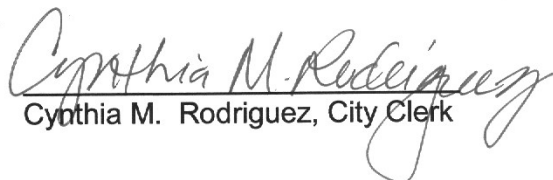
Claudia Bill-de la Peña, Mayor

CITY MANAGER:



Andrew P. Powers

ATTEST:



Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:



Tracy M. Noonan, City Attorney

EXHIBIT A

CITY OF THOUSAND OAKS
CITY MANAGER BENEFITS
(Effective January 10, 2017)

Benefits will be provided as follows:

1. **Dental/Vision/Medical Insurance:** City will make required premium payments for City Manager and his eligible dependents for insurance policies for dental, vision, and medical benefits. City Manager may choose any of the health plans offered by City.
2. **Retirement:** City Manager shall pay seven percent (7%) of City Manager's employee contribution and City shall pay zero percent (0%) of the City Manager's employee contribution (EPMC). Final compensation for PERS purposes is based on employee's average monthly pay rate for the highest twelve (12) months of employment. City contracts for the fourth level of 1959 Survivor Benefits. City provides a PERS retirement benefit using the 2% at 55 retirement formula for Classic Members. If City Manager concurrently terminates his employment with the City at the same time as retiring from PERS, he shall be entitled to City-paid, post-retirement medical insurance benefits as prescribed by PEMHCA regulations and City resolution.
3. **Deferred Compensation:** Effective January 10, 2017, each pay period City agrees to pay an amount equal to twelve (12) percent of City Manager's current salary into applicable City Internal Revenue Code Section 401A deferred compensation plan(s). City Manager is also eligible to voluntarily participate in City's 457 deferred compensation plan and Retiree Health Savings plan.
4. **Life Insurance:** During the duration of his employment as City Manager, City shall provide City Manager with a term life insurance policy equal to an amount twice his annual salary, with a minimum amount of Three Hundred, Fifty Thousand dollars (\$350,000.00), with a separate Two Hundred Fifty Thousand Dollars (\$250,000.00) travel life provision.
5. **Long-Term Disability:** City shall provide long-term disability income insurance plan that provides sixty-six and two-thirds percent (66 2/3%) of monthly salary once the eligibility requirement is met (thirty [30] day waiting period). Terms of the policy shall be pursuant to provisions of City's insurance plan.

6. **Annual Leave, Holidays and Bereavement Leave:** City Manager shall retain leave hours accrued through the effective date of this Agreement in his former position(s) with the City. On the effective date of this Agreement, and on January 1st of each year thereafter, City Manager shall be entitled to accrue, and have credited to his personal account Annual Leave at the rate of thirty-five (35) days (at an (8) hour per day rate) per year with the option of cashing out any unused leave up to eighty (80) days per year. City Manager shall use at least fifteen (15) days of said leave per year. The maximum amount he is able accumulate at any time is eighty (80) days. Any balance, up to a maximum of eighty (80) days, is due and payable upon retirement or separation from City. City Manager shall be entitled to Holidays, and Bereavement Leave at the same frequency/rate as other executive management employees of the City.

7. **Automobile or Allowance:** City Manager's duties require that he shall have the unrestricted use, at all times during his employment with City, of a City Automobile provided to him by City. City shall be responsible for the operation, maintenance, repair, gasoline, and provision of liability and other essential insurance for said automobile. Regular replacement of said automobile will be consistent with City's adopted vehicle replacement policy (as it applies to City Manager and City Attorney vehicles). City Manager may use said automobile for personal use without restriction.

In lieu of using a City provided automobile, City Manager may elect to receive a City-provided monthly automobile allowance in an amount of \$500 per month.

8. **Section 125 Plan:** City Manager shall be eligible to enroll in City's Section 125 Plan. City shall pay any administrative fee(s).

9. **Employee Assistance Program:** City shall pay for the full cost of Employee Assistance Program for City Manager and dependents.

10. **Computer Loan Program:** City Manager is eligible to participate in City's Computer Loan Program.

11. **Annual Physical Examination:** City Manager is eligible for an annual physical examination and City will reimburse City Manager any out-of-pocket expenses not covered by the City's Health Insurance Plan.

12. **Professional Association Membership Dues:** City shall pay for City Manager's professional association dues (such as International City/County Management Association and American Society for Public Administration membership).

13. **Employee Discretionary Contribution:** City agrees to provide Four Hundred dollars (\$400) per year at the employee's discretion for such purposes but not limited to, health club memberships for physical and mental wellness, or direct cash disbursement.