



**CITY OF PACIFIC GROVE**  
300 Forest Avenue, Pacific Grove, California 93950

**AGENDA REPORT**

**TO:** HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL  
**FROM:** James Colangelo, City Manager  
**MEETING DATE:** July 19, 2006  
**SUBJECT:** **ADOPT RESOLUTION APPROVING EMPLOYMENT AGREEMENTS FOR THE ADMINISTRATIVE SERVICES DIRECTOR AND DIRECTOR OF MANAGEMENT AND BUDGET POSITIONS**

**RECOMMENDATION:**

Approve the attached Resolution approving Employment Agreements for the positions of Administrative Services Director and Director of Management and Budget.

**DISCUSSION:**

The attached employment agreements have been negotiated with Charlene Wiseman, Administrative Services Director, and James Becklenberg, Director of Management and Budget. The agreements have been negotiated to enhance the benefit package of each employee, considering that neither is receiving a salary increase in accepting employment with the City. Because both employees currently receive much higher rates of vacation leave time in their current positions, the agreements allow for each to be allotted an initial vacation balance of 50 hours, and to accrue vacation at the rate of 10 hours per month (the standard beginning rate is 6.667 hours per month).

In addition, Mr. Becklenberg is being offered a one-time \$7,500 stipend to relocate his family from Fremont to Pacific Grove. The agreement calls for the repayment of this amount should Mr. Becklenberg voluntarily resign his position within one year.

**FISCAL IMPACT:**

Although the City will not experience any additional costs at this time due to the enhanced vacation leave, the total value would be approximately \$5,700 in the first year for each employee. Due to salary savings being achieved during the month of July, sufficient funds are available to fund the relocation stipend.

RESPECTFULLY SUBMITTED:

*James J. Colangelo*

Digitally signed: I have reviewed this document

James J. Colangelo  
CITY MANAGER

**Administrative Services Director  
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 19th day of July, 2006, by and between the City of Pacific Grove, State of California, a municipal corporation, hereinafter called "City", and Charlene Wiseman, hereinafter called "Employee", both of whom understand as follows:

RECITALS

WHEREAS, City desires to retain the services of said Employee as Administrative Services Director of the City of Pacific Grove, as provided for in the Pacific Grove Municipal Code; and

WHEREAS, it is the desire of the City, hereafter called "City", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City to (1) secure and retain the services of Employee, and to provide inducement for him to remain in such employment, (2) to make possible full work productivity and independence by assuring Employee's morale and peace of mind with respect to future security, and (3) to provide a means for terminating Employee's services at such time that City may desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as Administrative Services Director of the City of Pacific Grove;

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

Section 1. Powers and Duties of the Administrative Services Director

The City hereby agrees to continue to employ said Employee as Administrative Services Director of the City of Pacific Grove to perform the functions and duties specified in the job description attached and incorporated herein, and to perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

Section 2. Term

- A. The Administrative Services Director serves at the pleasure of the City Manager and nothing herein shall be taken to imply or suggest a guaranteed tenure, nor the existence whatsoever of any property rights in City employment. The Administrative Services Director is considered an at-will employee and may be terminated at any time, with or without cause, with or without advance notice, and without right of appeal.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provision set forth in Section 3, paragraphs C. and D., of this Agreement.

*Administrative Services Director EMPLOYMENT AGREEMENT  
July, 2006*

- C. The Employee agrees to remain in the exclusive employ of the City of Pacific Grove while employed by the City. Exclusive employment, however, shall not be construed to preclude occasional teaching, writing, speaking or consulting performed on his time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City.
- D. The operative date of this agreement shall be July 24, 2006 and this Agreement shall continue, unless terminated as provide herein, through July 23, 2007. Further, unless this Agreement is so terminated by the City Manager by July 23, 2007, it shall be extended automatically year to year for additional twelve (12) month periods under the terms and conditions contained herein, except the parties hereto shall negotiate an adjustment to the Employee's compensation annually on or about July 1 of each year.
- E. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate services of the Employee at any time, with or without advance notice, with or without cause, and without right of appeal, subject only to the provisions set forth in Section 3, paragraphs A. and B. of this Agreement;

Section 3. Termination and Severance Pay

- A. In the event the Employee is terminated by the City Manager during such time that the Employee is willing and able to perform his duties under this agreement, then in that event City agrees to pay Employee a lump sum cash payment equal to four (4) months salary and benefits accrued to date of termination, including without limitation, sick leave, vacation, holidays, and compensatory time.

In the event the Agreement is terminated by the City Manager as specified in Section 2, paragraph D., the City agrees to pay Employee all sick leave, vacation, holidays and compensatory time due to employee.

However, in the event the Employee is terminated because of his conviction of a felony or other illegal act involving personal gain to him, City shall have no obligation to pay the aggregate severance sum designated in this sub-paragraph A.

- B. In addition to all other actions to terminate, for the purposes of this Agreement termination shall be deemed to have occurred, at Employee's option:
  - (i) In the event City Manager at any time during the term of this Agreement reduces the salary or other financial benefits of the Employee in a greater percentage than an applicable across-the-board reduction for all employees of the City; or
  - (ii) In the event the City Manager refuses, following written notice, to comply with any other provision herein benefiting Employee; or

*Administrative Services Director EMPLOYMENT AGREEMENT  
July, 2006*

- (iii) In the event Employee resigns following a written suggestion, formal or informal, by the City Manager that he resign.
- C. In the event the Employee voluntarily resigns his position with the City, the Employee shall give the City two (2) months notice in advance, unless the parties otherwise agree.
- D. In the event the Employee retires under the provisions of CalPERS, the Employee shall give the City six (6) months notice in advance, unless the parties otherwise agree.

Section 4. Salary

City agrees to pay Employee for his services rendered pursuant hereto as Administrative Services Director a salary as described in the salary schedule Ordinance 06-03, Pacific Grove Confidential Employees, Step E, incorporated herein by this reference thereto. Such payments shall be payable in installments at the same time as other employees of the City are paid.

Section 5. Benefits

Except as otherwise provided herein, Employee shall receive such monetary benefits as specified for management employees by the Municipal Code, ordinance, resolution or Management Employees Association Memorandum of Understanding in effect at the commencement of this Agreement.

- A. Employee's initial vacation balance shall be credited with 50 hours and employee shall accrue vacation at a rate of 10 hours per month.

Section 6. Expenses

- A. Business Expenses. The City agrees to pay for City related business expenses incurred by the Employee in accordance with City policy.
- B. Dues, Subscriptions, and Professional Development. The City agrees to pay for professional dues, subscriptions, travel and subsistence expenses related to professional development in accordance with City Policy, including membership in the International City/County Managers Association (ICMA).

Section 7. Other Terms and Conditions of Employment.

- A. Performance Evaluation. The City Manager shall review and evaluate the performance of the Employee on or about August 1 of each year. Performance will be evaluated on a specified set of measurable goals and objectives that have been agreed to by the City and the Employee prior to the beginning of the evaluation period.

*Administrative Services Director EMPLOYMENT AGREEMENT  
July, 2006*

Section 8. Conflict of Interest Prohibition.

It is further understood and agreed that because of the duties of the Administrative Services Director within and on behalf of the City of Pacific Grove and its citizenry, the Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City of Pacific Grove, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City. For and during the term of this Agreement, Employee further agrees, except for a personal residence or residential property acquired or held for future use as his personal residence, not to invest in any other real estate or property improvements within the corporate limits of the City of Pacific Grove, without the prior consent of the City Manager.

Section 9. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. This Agreement shall become effective upon adoption and approval by the City Council of the City of Pacific Grove.
- D. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- E. This agreement may be varied, modified, or altered by the mutual consent of the parties. No alterations, amended modifications, or variations of the terms of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of the City and Employee.
- F. This instrument contains the entire agreement of the parties. No representations were made or relied upon by either party, other than those expressly set forth.

IN WITNESS THEREOF, the City of Pacific Grove has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and Charlene Wiseman has signed and executed this Agreement, both in duplicate, the day and year first written above.

CITY OF PACIFIC GROVE, a municipal  
Corporation of the State of California

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

*Administrative Services Director EMPLOYMENT AGREEMENT  
July, 2006*

Daniel E. Cort, Mayor

ATTEST: \_\_\_\_\_  
City Clerk

EMPLOYEE

By: \_\_\_\_\_  
Charlene Wiseman

**Director of Management and Budget  
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 19th day of July, 2006, by and between the City of Pacific Grove, State of California, a municipal corporation, hereinafter called "City", and James Becklenberg, hereinafter called "Employee", both of whom understand as follows:

RECITALS

WHEREAS, City desires to retain the services of said Employee as Director of Management and Budget of the City of Pacific Grove, as provided for in the Pacific Grove Municipal Code; and

WHEREAS, it is the desire of the City, hereafter called "City", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City to (1) secure and retain the services of Employee, and to provide inducement for him to remain in such employment, (2) to make possible full work productivity and independence by assuring Employee's morale and peace of mind with respect to future security, and (3) to provide a means for terminating Employee's services at such time that City may desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as Director of Management and Budget of the City of Pacific Grove;

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

Section 1. Powers and Duties of the Director of Management and Budget

The City hereby agrees to continue to employ said Employee as Director of Management and Budget of the City of Pacific Grove to perform the functions and duties specified in the job description attached and incorporated herein, and to perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

Section 2. Term

- A. The Director of Management and Budget serves at the pleasure of the City Manager and nothing herein shall be taken to imply or suggest a guaranteed tenure, nor the existence whatsoever of any property rights in City employment. The Director of Management and Budget is considered an at-will employee and may be terminated at any time, with or without cause, with or without advance notice, and without right of appeal.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provision set forth in Section 3, paragraphs C. and D., of this Agreement.

***Management and Budget Director EMPLOYMENT AGREEMENT  
July, 2006***

- C. The Employee agrees to remain in the exclusive employ of the City of Pacific Grove while employed by the City. Exclusive employment, however, shall not be construed to preclude occasional teaching, writing, speaking or consulting performed on his time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City.
- D. The operative date of this agreement shall be August 7, 2006 and this Agreement shall continue, unless terminated as provide herein, through August 6, 2007. Further, unless this Agreement is so terminated by the City Manager by August 6, 2007, it shall be extended automatically year to year for additional twelve (12) month periods under the terms and conditions contained herein, except the parties hereto shall negotiate an adjustment to the Employee's compensation annually on or about August 1 of each year.
- E. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate services of the Employee at any time, with or without advance notice, with or without cause, and without right of appeal, subject only to the provisions set forth in Section 3, paragraphs A. and B. of this Agreement;

**Section 3. Termination and Severance Pay**

- A. In the event the Employee is terminated by the City Manager during such time that the Employee is willing and able to perform his duties under this agreement, then in that event City agrees to pay Employee a lump sum cash payment equal to four (4) months salary and benefits accrued to date of termination, including without limitation, sick leave, vacation, holidays, and compensatory time.

In the event the Agreement is terminated by the City Manager as specified in Section 2, paragraph D., the City agrees to pay Employee all sick leave, vacation, holidays and compensatory time due to employee.

However, in the event the Employee is terminated because of his conviction of a felony or other illegal act involving personal gain to him, City shall have no obligation to pay the aggregate severance sum designated in this sub-paragraph A.

- B. In addition to all other actions to terminate, for the purposes of this Agreement termination shall be deemed to have occurred, at Employee's option:
  - (i) In the event City Manager at any time during the term of this Agreement reduces the salary or other financial benefits of the Employee in a greater percentage than an applicable across-the-board reduction for all employees of the City; or

*Management and Budget Director EMPLOYMENT AGREEMENT*  
*July, 2006*

- (ii) In the event the City Manager refuses, following written notice, to comply with any other provision herein benefiting Employee; or
  - (iii) In the event Employee resigns following a written suggestion, formal or informal, by the City Manager that he resign.
- C. In the event the Employee voluntarily resigns his position with the City, the Employee shall give the City two (2) months notice in advance, unless the parties otherwise agree.
- D. In the event the Employee retires under the provisions of CalPERS, the Employee shall give the City six (6) months notice in advance, unless the parties otherwise agree.

Section 4. Salary

City agrees to pay Employee for his services rendered pursuant hereto as Director of Management and Budget a salary as described in the salary schedule Ordinance 06-03, Pacific Grove Confidential Employees, Step E, incorporated herein by this reference thereto. Such payments shall be payable in installments at the same time as other employees of the City are paid.

Section 5. Benefits

Except as otherwise provided herein, Employee shall receive such monetary benefits as specified for management employees by the Municipal Code, ordinance, resolution or Management Employees Association Memorandum of Understanding in effect at the commencement of this Agreement.

- A. Employee's initial vacation balance shall be credited with 50 hours and employee shall accrue vacation at a rate of 10 hours per month.
- B. City shall pay to Employee a one-time relocation stipend of \$7,500 to assist in relocating from the Employee's current residence to Pacific Grove. In the event that the Employee voluntarily resigns his position prior to August 6, 2007, the Employee shall pay the City \$7,500 to reimburse the relocation stipend.

Section 6. Expenses

- A. Business Expenses. The City agrees to pay for City related business expenses incurred by the Employee in accordance with City policy.
- B. Dues, Subscriptions, and Professional Development. The City agrees to pay for professional dues, subscriptions, travel and subsistence expenses related to professional development in accordance with City Policy, including membership in the International City/County Managers Association (ICMA).

Section 7. Other Terms and Conditions of Employment.

*Management and Budget Director EMPLOYMENT AGREEMENT  
July, 2006*

- A. Performance Evaluation. The City Manager shall review and evaluate the performance of the Employee on or about August 1 of each year. Performance will be evaluated on a specified set of measurable goals and objectives that have been agreed to by the City and the Employee prior to the beginning of the evaluation period.

Section 8. Conflict of Interest Prohibition.

It is further understood and agreed that because of the duties of the Director of Management and Budget within and on behalf of the City of Pacific Grove and its citizenry, the Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City of Pacific Grove, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City. For and during the term of this Agreement, Employee further agrees, except for a personal residence or residential property acquired or held for future use as his personal residence, not to invest in any other real estate or property improvements within the corporate limits of the City of Pacific Grove, without the prior consent of the City Manager.

Section 9. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. This Agreement shall become effective upon adoption and approval by the City Council of the City of Pacific Grove.
- D. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- E. This agreement may be varied, modified, or altered by the mutual consent of the parties. No alterations, amended modifications, or variations of the terms of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of the City and Employee.
- F. This instrument contains the entire agreement of the parties. No representations were made or relied upon by either party, other than those expressly set forth.

IN WITNESS THEREOF, the City of Pacific Grove has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and James Becklenberg has signed and executed this Agreement, both in duplicate, the day and year first written above.

**Consent Agenda Item No. 1B**

*Management and Budget Director EMPLOYMENT AGREEMENT  
July, 2006*

CITY OF PACIFIC GROVE, a municipal  
Corporation of the State of California

By: \_\_\_\_\_  
Daniel E. Cort, Mayor

ATTEST: \_\_\_\_\_  
City Clerk

EMPLOYEE

By: \_\_\_\_\_  
James Becklenberg

**RESOLUTION NO. 6-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE  
APPROVING EMPLOYMENT AGREEMENTS BETWEEN  
THE CITY AND CHARLENE WISEMAN AND  
THE CITY AND JAMES BECKLENBERG**

**THE COUNCIL OF THE CITY OF PACIFIC GROVE DOES RESOLVE  
AS FOLLOWS:**

SECTION 1: Those certain agreements entitled “Administrative Services Director Employment Agreement,” dated July 19, 2006, between the City of Pacific Grove and Charlene Wiseman, and “Director of Management and Budget Employment Agreement”, dated July 19, 2006, between the City of Pacific Grove and James Becklenberg hereby are approved and the City Manager is authorized and directed to sign them for and on behalf of the City.

**PASSED AND ADOPTED** BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 19<sup>th</sup> day of July 2006, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

\_\_\_\_\_  
DANIEL E. CORT, Mayor

ATTEST:

\_\_\_\_\_  
JAMES J. COLANGELO, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
DAVID C. LAREDO, City Attorney