

DIRECTOR OF PUBLIC WORKS EMPLOYMENT AGREEMENT

This Director of Public Works Employment Agreement (“Agreement”) is made, entered into, and to be effective August 4, 2024 (“Effective Date”), by and between the City of Placentia, a Charter City and municipal corporation (“City”) and Chris Tanio, (“Employee”) an individual who has education, training, and experience in public management both of whom agree as follows:

RECITALS

A. WHEREAS, in order to ensure that its governmental responsibilities are met at all times, the City must attract and retain management personnel who exhibit the highest degree of knowledge, experience, technical ability, professionalism, and leadership qualities

B. WHEREAS, in order to attract and retain in its employment a Director of Public Works who possesses those qualities and experience necessary to fulfill the City’s immediate and long-term objectives, the City Administrator, on behalf of the City, has determined that it is advisable to enter into this employment agreement with Employee.

C. WHEREAS, it is the desire of the City to obtain the services of Employee and to provide certain benefits, establish conditions of employment with City; and

D. WHEREAS, it is the desire of the City and Employee to enter into this Employment Agreement concerning the terms and conditions of Employee’s employment as the Director of Public Works.

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

1. Term. The term of this Agreement shall commence on August 4, 2024 and shall remain in full force and effect up through the date of termination of Employee, unless it is earlier terminated or amended as provided herein. Employee is employed in an “at-will” capacity, serving at the pleasure of the City Administrator. Either the City Administrator or Employee may terminate this Agreement at any time with or without cause, and in their sole discretion, as provided in § 7. If a termination occurs pursuant to § 7(B), the severance provisions of § 9 shall apply. In the event of a termination for any other reason the severance provisions of § 9 shall not apply.

2. Duties and Obligations.

(A) Duties and Functions. City agrees to employ Employee as Director of Public Works to perform the functions and duties specified in the Director of Public Works job description, attached hereto as Exhibit “A,” incorporated herein by this reference, as well as the City Charter and Municipal Code, as each may be amended from time to time, and any applicable law, and such other legally permissible functions and duties, consistent with the office of Director of Public Works, as the City Administrator may assign. The City may amend the Director of Public Works job description at any time without Employee’s approval and without an amendment to this Agreement.

(B) Supervision by City Administrator. Employee shall be under the day-to-day supervision and direction of the City Administrator, shall be subject to any such other terms and conditions of employment as the City Administrator may from time to time impose so long as not inconsistent with the provisions of this Agreement or law, and shall be expected to attend all City Council meetings unless directed otherwise by the City Administrator.

3. Compensation. City agrees to pay Employee an annual salary in the amount of one hundred and seventy six thousand and two hundred twenty two dollars and three cents (\$176,222.03) payable in installments at the same time that other City management employees are paid.

4. Benefits.

(A). City agrees to provide and to pay the premiums for vision, dental, and comprehensive medical insurance for the Employee and their dependents in an amount equal to that which is provided to other City management and mid-management employees.

(B). City agrees to put into force and to make required premium payments for short- and long-term disability coverage for the Employee on the same terms available to all other City management and mid-management employees.

(C). The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician under the City's medical plan selected by the Employee, the co-pay cost of which shall be paid by City.

(D). City shall pay the amount of premium due for term life insurance in the amount equal to one-half the Employee's adjusted annual base salary and whole life insurance in the amount of one-half the Employee's adjusted annual base salary, including all increases in the annual base salary during the life of this Agreement. The Employee shall name the beneficiary or beneficiaries of the life insurance policies.

(E). City agrees to continue Employee's enrollment in the California Public Employees Retirement System ("CalPERS") in accordance with City's contract with CalPERS for **miscellaneous members** and shall make all appropriate Employer contributions on Employee's behalf. Employee understands and agrees that the Employee contribution to CalPERS shall be deducted from Employee's gross, and both the City and Employee contribution shall be made in accordance with the provisions of the City's contract with CalPERS.

(F). City further agrees to match Employee's contribution, dollar-for-dollar up to half of the normal annual deferral limit, up to the limits allowed by IRS regulations, to a qualified deferred compensation plan selected by Employer, including catch up provision up to \$30,500 if Employee is at least age 50 at any time during the 2024 calendar year. The annual maximum will index up or down based on the annual deferral limit announced by the Internal Revenue Service. This match does not apply to the Last Three Years Catch-up Contribution.

(G). Employee shall receive educational incentive pay for his master's degree in the amount of six percent (6%) of his base pay. The pay shall be administered in the same manner as

educational incentives currently provided to members of the City's mid-management bargaining unit.

(H). City agrees to enroll Employee in a 401(a) Retirement Governmental Money Purchase Plan (currently administered by MissionSquare Retirement). The City shall contribute a fixed contribution amount of 4% of his base pay. There are no voluntary or mandatory employee contributions to this plan.

5. Vacation, Holiday and Other Leave.

(A). Upon the Effective Date of this Agreement, Employee has already been credited with his annual hours of Alternative Health and Wellness Program (AHW). At the beginning of each fiscal year thereafter, Employee shall receive ninety-six (96) hours of AHW consistent with the terms of the City's AHW program. Additionally, Employee shall accrue Paid Time Off (PTO) leave at a rate of 6.46 hours per biweekly pay period.

(B). Upon the Effective Date of this Agreement, Employee shall be credited with 20.00 hours of Management Administrative Leave (MAL) added to his current MAL leave bank. Beginning the first day of January thereafter, employee shall be credited up to one hundred (100) hours of MAL hours. In the event a higher number of MAL hours are awarded to the management group in a respective calendar year, this number would change to equal said amount. MAL may be used for leave purposes only and will have no cash value. In addition, MAL hours must be utilized in the calendar year credited, and any remaining balance may not be carried over to the next calendar year. The use of MAL time shall be at the discretion of the City Administrator.

(C). Employee shall be entitled to military reserve leave time pursuant to state and federal law and City policy.

6. Equipment and Allowances. City agrees to provide Employee \$600.00 per month for an automobile allowance and \$100.00 per month as a telecommunications allowance. Neither the automobile nor the telecommunications allowance shall be reported as income for the purposes of contribution or payment by City or Employee to City's retirement plan.

7. Termination. For the purpose of this Agreement, termination of this Agreement and Employee's employment shall occur when:

(A). Employee resigns following the City Administrator's acceptance of the resignation, whether formal or informal. Employee shall provide City with a minimum of sixty (60) calendar days' notice prior to any voluntary resignation, unless the parties agree otherwise.

(B). City Administrator terminates this Agreement as authorized in § 1.

(C). This Agreement may be immediately terminated by the City Administrator for cause as provided below. After giving written notice to Employee that this Agreement is terminated for cause, the City shall have no obligation to continue the employment of Employee, or to provide further compensation or benefits. If the termination is for cause, no Severance under § 9 shall be required to be paid by City. For purposes of this Agreement, "cause" is defined to include any of the following:

- 1) Employee refusing or failing to carry out the duties of the Director of Public Works as set forth in this Agreement or as required by law;
- 2) Repeated failure to carry out a directive or directives of the City Administrator;
- 3) Employee exhibits unfitness or unavailability to serve as the Director of Public Works, unsatisfactory performance, misconduct, dishonesty, habitual neglect of duties or incompetence;
- 4) Employee's conviction of a felony;
- 5) Employee's conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;
- 6) Employee being charged with, entering a guilty plea or a plea of nolo contendere to or being convicted of a crime involving moral turpitude or personal gain;
- 7) Employee's conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code section 53243.4;
- 8) Any grossly negligent action or inaction by Employee that materially and adversely: (i) impedes or disrupts the operations of the City or its organizational units; (ii) is detrimental to employees or public safety; or (iii) violates properly established rules or procedures of City; and
- 9) Breach of any material provision of this Agreement.

8. Termination Obligations. In the event of Employee's termination, retirement or voluntary resignation, Employee agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, records, notes, agreements, and computer-generated materials furnished to or prepared by Employee incident to his employment belongs to City and shall be returned promptly to the City. Employee's obligations under this subsection shall survive the termination of this Agreement.

9. Severance. Severance shall be paid to the Employee if employment is terminated pursuant to § 7B and for no other reason. City shall provide a severance payment which is equal to four (4) months of Employee's hourly base salary. This severance shall be paid in a lump sum upon termination. Severance payments may not exceed the statutory limits in Government Code section 53260 et seq.

10. Government Code 53243.2. Pursuant to California Government Code 53243.2, if the Agreement is terminated, any cash settlement Employee may receive from the City related to the termination shall be fully reimbursed to City if the employee is convicted of a crime involving an abuse of her office or position.

11. Performance Evaluation. On an annual basis, the City Administrator, in writing shall review and evaluate Employee's performance and shall mutually define such goals and performance objectives which they determine necessary for the proper operation of the Public Works Department in the attainment of the City Council's and City Administrator's policy objectives. Further, the Director of Public Works and Employee shall establish a relative priority among those various goals and objectives to be reduced to writing with a mutual expectation of Employee's achievement of those goals and objectives within a mutually agreed upon timeframe. In the City Administrator's sole discretion, the performance of Employee may be reviewed on a more frequent basis.

12. Hours of Work. Employee shall devote his entire productive time, ability and attention to the business of the City during the term of this Agreement.

13. Outside Activities.

(A). During the term of this Agreement Employee shall be a full-time Director of Public Works. Employee shall not engage in any other occupation, business, educational, professional or charitable activities that would conflict or materially interfere with Employee's performance of City duties.

(B). This Agreement shall not be interpreted to prohibit Employee from making personal investments or conducting private business affairs, if those activities are not deemed to be a conflict of interest under state law or would otherwise not be a violation of state or federal law or City's Municipal Code, and do not materially interfere with the services required under this Agreement.

14. Indemnification. Except for an act of misappropriation of public funds, or an indictment, the filing of an information, a plea of guilty or a plea of *nolo contendere* for a crime involving moral turpitude, City 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 within the scope of his employment as Director of Public Works, in accordance with the provisions of California Government Code § 825, applicable provisions of the California Tort Claims Act and other applicable law. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered there from.

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

16. Notices. Any notices to be given hereunder by either party to the other in writing may be affected either by personal delivery or by mail. Mailed notices shall be addressed to the parties as set forth below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing:

CITY: City of Placentia
Attention: City Administrator

401 East Chapman Avenue
Placentia, CA 92870

EMPLOYEE: Chris Tanio
401 East Chapman Avenue
Placentia, CA 92870

17. Memberships and Conferences. City agrees to budget and pay for the annual base professional membership dues on behalf of Employee for membership in professional organizations related to municipal Public Works.

18. General Provisions.

(A). Integration. This Agreement sets forth and establishes the entire understanding between City and Employee relating to the employment of Employee by City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement.

(B). Binding Effect. This Agreement shall be binding on City and Employee as well as on their heirs, assigns, executors, personal representatives and successors in interest.

(C). Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

(D). Construction and Amendment. This Agreement shall be governed by the laws of the State of California. This Agreement may not be modified, altered, or amended except in writing and signed by the City Administrator and Employee.

(E). Enforcement. The prevailing party in any action brought to enforce this Agreement or resolve any dispute or controversy arising under the terms and conditions hereof shall be entitled to payment of reasonable attorneys' fees and costs.

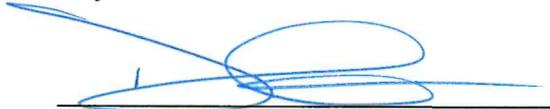
19. City's Policies and Procedures. The terms and conditions of Employee's employment shall be governed by City's personnel policies and procedures and City Charter, including, but not limited to conduct unbecoming of an employee, (i.e. while on duty or acting in his official capacity Employee shall make no derogatory statements of the City as well as its agents, officers, public officials, employees, and attorneys), to the extent not inconsistent with the provisions of this Agreement, the City's Charter, the City's Municipal Code or other applicable law. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City's Charter, the City's Municipal Code or other applicable

laws. In the event of any such inconsistency or conflict, the provisions of this Agreement shall govern.

20. Communications with Public Officials. City is a charter city governed by the council-administrator form of government. The City Administrator is charged with implementing the policies and decisions of the City Council, and with administering the day-to-day affairs of the City with the assistance of his/her staff. In order to ensure the City Administrator effectively implements the policies and decisions of the City Council, Employee is required to notify the City Administrator whenever Employee has contacted and/or communicated with the Council and/or a Councilmember regarding City matters.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and duly executed on its behalf by its City Administrator, and duly attested by its City Clerk, and Employee has signed and executed this Agreement as of the date and year first above written.

City of Placentia



Damien R. Arrula
City Administrator

Attest:

Robert McKinnell
Robert McKinnell, City Clerk

Approved as to Form:

Keith Collins for
Christian Bettenhausen
City Attorney

Employee:

Chris Tanio
Chris Tanio

Certificate Of Completion

Envelope Id: 3E04010BDDDA4DF187691B700D496743
 Subject: Complete with DocuSign: Director of PW Employment Agreement.pdf
 Source Envelope:
 Document Pages: 7
 Certificate Pages: 4
 AutoNav: Enabled
 EnvelopeId Stamping: Disabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Jessica Godoy
 401 E. Chapman Avenue
 Placentia, CA 92870
 jgodoy@placentia.org
 IP Address: 12.163.132.66

Record Tracking

Status: Original 8/5/2024 12:00:34 PM	Holder: Jessica Godoy jgodoy@placentia.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO City of Placentia	Location: DocuSign

Signer Events

Keith Collins
 kfc@jones-mayer.com
 Security Level: Email, Account Authentication (None)

Signature

Keith Collins
 Signature Adoption: Pre-selected Style
 Using IP Address: 74.62.212.93

Timestamp

Sent: 8/5/2024 12:02:26 PM
 Viewed: 8/5/2024 6:01:33 PM
 Signed: 8/5/2024 6:05:22 PM

Electronic Record and Signature Disclosure:
 Accepted: 8/5/2024 6:01:33 PM
 ID: 39c0a9ec-4c14-4e16-85a3-0caa237fe5a2

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/5/2024 6:01:33 PM
Signing Complete	Security Checked	8/5/2024 6:05:22 PM
Completed	Security Checked	8/5/2024 6:05:22 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure