



## MEMORANDUM

**TO:** CITY COUNCIL

**FROM:** TIMOTHY CARMEL, CITY ATTORNEY

**SUBJECT:** CONSIDERATION OF ADOPTION OF RESOLUTION AMENDING THE CITYWIDE COMBINED SALARY SCHEDULE AND APPROVAL OF EMPLOYMENT AGREEMENTS FOR THE ACTING CITY MANAGER AND ACTING DEPUTY CITY MANAGER

**DATE:** MAY 26, 2020

### **SUMMARY OF ACTION:**

Adoption of the Resolution amending the Citywide Combined Salary Schedule to establish a pay schedule for the positions of Acting City Manager and Acting Deputy City Manager, and approve the Acting City Manager and Acting Deputy City Manager Employment Agreements with Bill Robeson and Whitney McDonald.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

Approval of the employment agreements will result in two positions fulfilling all of the duties previously managed by three positions. Adoption of the Resolution will result in an annual net salary savings of \$126,948 (or \$63,474 for a six month term) over the previous combined salaries of the Public Works Director, Community Development Director, and City Manager.

### **RECOMMENDATION:**

It is recommended the City Council adopt the Resolution and approve the Employment Agreements with Bill Robeson as Acting City Manager and Whitney McDonald as Acting Deputy City Manager.

### **BACKGROUND:**

As a result of the unexpected resignation of City Manager Jim Bergman, the City Council decided to appoint Bill Robeson as Acting City Manager and Whitney McDonald as Acting Deputy City Manager. In order to comply with CalPERS regulations, the salaries of these temporary positions need to be in a publicly available pay schedule and meet other legal requirements. Contracts for the two temporary positions are also necessary and appropriate.

**CITY COUNCIL**

**CONSIDERATION OF ADOPTION OF RESOLUTION AMENDING THE CITYWIDE COMBINED SALARY SCHEDULE AND APPROVAL OF EMPLOYMENT AGREEMENTS FOR THE ACTING CITY MANAGER AND ACTING DEPUTY CITY MANAGER**

**MAY 26, 2020**

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**ANALYSIS OF ISSUES:**

Effective January 1, 2018, a new law went into effect relating to “out-of-class” appointments. Government Code section 20480 limits temporary pay upgrades (“acting pay”) for out-of-class service while the employer is recruiting to fill a staffing vacancy. Government Code section 20480(f) defines “out of class appointment” as “an appointment of an employee to an upgraded position or higher classification by the employer or governing board or body in a vacant position.” Employers may only provide temporary pay upgrades to employees for 960 hours per each fiscal year. Under the new statute, CalPERS now requires employers to track out-of-class hours worked in each vacant position per fiscal year and report these hours annually.

The attached Employment Agreements limit Mr. Robeson’s and Ms. McDonald’s appointments as Acting City Manager and Acting Deputy City Manager to no more than 960 hours, and includes the tracking and reporting requirements. Government Code Section 20480 also requires that compensation for out-of-class appointments are to be pursuant to a collective bargaining agreement or a publicly available pay schedule. Publicly available pay schedules must also comply with California Code of Regulations section 570.5. Therefore, a Resolution has been prepared to amend the Citywide Combined Salary Schedule to include a pay schedule for the positions of Acting City Manager and Acting Deputy City Manager.

**ALTERNATIVES:**

The following alternatives are provided for the Council’s consideration:

1. Approve staff’s recommendations;
2. Do not approve staff’s recommendations and request further information;
3. Modify staff’s recommendation and approve; or
4. Provide direction to staff.

**ADVANTAGES:**

Adoption of the Resolution will comply with legal requirements related to the temporary appointments of an Acting City Manager and Acting Deputy City Manager.

**DISADVANTAGES:**

No disadvantages have been identified.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**CITY COUNCIL  
CONSIDERATION OF ADOPTION OF RESOLUTION AMENDING THE CITYWIDE  
COMBINED SALARY SCHEDULE AND APPROVAL OF EMPLOYMENT  
AGREEMENTS FOR THE ACTING CITY MANAGER AND ACTING DEPUTY CITY  
MANAGER  
MAY 26, 2020  
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**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE AMENDING THE CITYWIDE COMBINED SALARY SCHEDULE, ESTABLISHING A PAY SCHEDULE FOR THE POSITIONS OF ACTING CITY MANAGER AND ACTING DEPUTY CITY MANAGER**

**WHEREAS**, the City Council desires to appoint the Public Works Director to serve as Acting City Manager and the Community Development Director as the Acting Deputy City Manager; and

**WHEREAS**, the appointments will constitute an “out-of-class appointment” under Government Code Section 20480; and

**WHEREAS**, Government Code Section 20480 provides that compensation for out-of-class appointments are to be pursuant to a collective bargaining agreement or a publicly available pay schedule; and

**WHEREAS**, publicly available pay schedules are required to comply with California Code of Regulations (CCR) Section 570.5.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Arroyo Grande as follows:

1. The revised Citywide Combined Salary Schedule, attached hereto and incorporated herein as Exhibit A, is hereby approved.
2. In accordance with CalPERS regulation CCR 570.5, the pay rate and pay schedule for the position of Acting City Manager shall be based upon an annual base salary of One Hundred Eighty-Five Thousand Eight Hundred Eighty Dollars (\$185,880).
3. In accordance with CalPERS regulation CCR 570.5, the pay rate and pay schedule for the position of Acting Deputy City Manager shall be based upon an annual base salary of One Hundred Fifty-Eight Thousand Four Hundred Sixty Dollars (\$158,460).
4. This Resolution and the salaries contained in Exhibit A shall constitute a publicly available pay schedule as required by Government Code Section 20480. Pursuant to CCR 570.5, it shall be immediately accessible and available for public review during the City’s normal business hours.
5. This salary schedule shall be effective immediately on the date of the adoption of this Resolution. This Resolution and the salary schedule contained herein shall be retained by the City in its official records on a permanent basis.

**RESOLUTION NO.**  
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On motion by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, and on the following roll call vote, to wit:

**AYES:**

**NAYS:**

**ABSENT:**

The foregoing Resolution was passed and adopted this 26<sup>th</sup> day of May, 2020.

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**CAREN RAY RUSSOM, MAYOR**

**ATTEST:**

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**KELLY WETMORE, CITY CLERK**

**APPROVED AS TO CONTENT:**

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**BILL ROBESON, ACTING CITY MANAGER**

**APPROVED AS TO FORM:**

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**TIMOTHY CARMEL, CITY ATTORNEY**

CITY OF ARROYO GRANDE  
 COMBINED SALARY SCHEDULE  
 EFFECTIVE 12/27/19

GROUP: SEIU

| Position                  |                        | A         | B         | C         | D         | E         |           |
|---------------------------|------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| Office Assistant I        | Biweekly               | 1,426.85  | 1,498.19  | 1,573.10  | 1,651.76  | 1,734.35  |           |
|                           | Monthly                | 3,091.51  | 3,246.09  | 3,408.39  | 3,578.81  | 3,757.75  |           |
|                           | Annual                 | 37,098.14 | 38,953.04 | 40,900.70 | 42,945.73 | 45,093.02 |           |
| Accounting Clerk I        | Biweekly               | 1,462.52  | 1,535.65  | 1,612.43  | 1,693.05  | 1,777.71  |           |
|                           | Monthly                | 3,168.80  | 3,327.24  | 3,493.60  | 3,668.28  | 3,851.70  |           |
|                           | Annual                 | 38,025.59 | 39,926.87 | 41,923.21 | 44,019.37 | 46,220.34 |           |
| Maintenance Worker I      | Biweekly               | 1,536.56  | 1,613.39  | 1,694.06  | 1,778.76  | 1,867.70  |           |
|                           | Monthly                | 3,329.22  | 3,495.68  | 3,670.46  | 3,853.99  | 4,046.69  |           |
|                           | Annual                 | 39,950.64 | 41,948.17 | 44,045.58 | 46,247.86 | 48,560.25 |           |
| Office Assistant II       | Biweekly               | 1,574.98  | 1,653.73  | 1,736.41  | 1,823.23  | 1,914.39  |           |
|                           | Monthly                | 3,412.45  | 3,583.07  | 3,762.23  | 3,950.34  | 4,147.85  |           |
|                           | Annual                 | 40,949.40 | 42,996.87 | 45,146.72 | 47,404.05 | 49,774.25 |           |
| Accounting Clerk II       | Biweekly               | 1,696.08  | 1,780.88  | 1,869.93  | 1,963.42  | 2,061.59  |           |
|                           | Maintenance Worker II  | Monthly   | 3,674.84  | 3,858.58  | 4,051.51  | 4,254.08  | 4,466.79  |
|                           |                        | Annual    | 44,098.03 | 46,302.93 | 48,618.08 | 51,048.98 | 53,601.43 |
| Administrative Secretary  | Biweekly               | 1,872.15  | 1,965.76  | 2,064.05  | 2,167.25  | 2,275.61  |           |
|                           | Monthly                | 4,056.33  | 4,259.15  | 4,472.10  | 4,695.71  | 4,930.50  |           |
|                           | Annual                 | 48,675.97 | 51,109.77 | 53,665.26 | 56,348.52 | 59,165.95 |           |
| Senior Accounting Clerk   | Biweekly               | 1,918.96  | 2,014.90  | 2,115.65  | 2,221.43  | 2,332.50  |           |
|                           | Building Permit Tech.  | Monthly   | 4,157.74  | 4,365.63  | 4,583.91  | 4,813.10  | 5,053.76  |
|                           |                        | Annual    | 49,892.87 | 52,387.51 | 55,006.89 | 57,757.23 | 60,645.10 |
| Plan/Engineer Permit Tech | Biweekly               | 1,918.96  | 2,014.90  | 2,115.65  | 2,221.43  | 2,332.50  |           |
|                           | Sports Facility Coord. | Monthly   | 4,157.74  | 4,365.63  | 4,583.91  | 4,813.10  | 5,053.76  |
|                           |                        | Annual    | 49,892.87 | 52,387.51 | 55,006.89 | 57,757.23 | 60,645.10 |
| Recreation Coordinator    | Biweekly               | 1,918.96  | 2,014.90  | 2,115.65  | 2,221.43  | 2,332.50  |           |
|                           | Maintenance Worker III | Monthly   | 4,157.74  | 4,365.63  | 4,583.91  | 4,813.10  | 5,053.76  |
|                           |                        | Annual    | 49,892.87 | 52,387.51 | 55,006.89 | 57,757.23 | 60,645.10 |
| Water Services Worker     | Biweekly               | 2,016.10  | 2,116.91  | 2,222.75  | 2,333.89  | 2,450.59  |           |
|                           | Monthly                | 4,368.22  | 4,586.64  | 4,815.97  | 5,056.77  | 5,309.60  |           |
|                           | Annual                 | 52,418.70 | 55,039.63 | 57,791.61 | 60,681.19 | 63,715.25 |           |
| Fleet Maint. Coordinator  | Biweekly               | 2,118.17  | 2,224.08  | 2,335.28  | 2,452.05  | 2,574.65  |           |
|                           | Monthly                | 4,589.37  | 4,818.83  | 5,059.78  | 5,312.76  | 5,578.40  |           |
|                           | Annual                 | 55,072.39 | 57,826.01 | 60,717.31 | 63,753.18 | 66,940.84 |           |
| Public Works Lead Worker  | Biweekly               | 2,171.12  | 2,279.68  | 2,393.66  | 2,513.35  | 2,639.01  |           |
|                           | Parks Lead Worker      | Monthly   | 4,704.10  | 4,939.31  | 5,186.27  | 5,445.58  | 5,717.86  |
|                           |                        | Annual    | 56,449.20 | 59,271.66 | 62,235.25 | 65,347.01 | 68,614.36 |
| GIS Technician            | Biweekly               | 2,338.06  | 2,454.97  | 2,577.71  | 2,706.60  | 2,841.93  |           |
|                           | Monthly                | 5,065.80  | 5,319.09  | 5,585.05  | 5,864.30  | 6,157.51  |           |
|                           | Annual                 | 60,789.62 | 63,829.10 | 67,020.55 | 70,371.58 | 73,890.16 |           |

|                            |          |           |           |           |           |           |
|----------------------------|----------|-----------|-----------|-----------|-----------|-----------|
| Recreation Supervisor      | Biweekly | 2,396.51  | 2,516.34  | 2,642.16  | 2,774.26  | 2,912.98  |
|                            | Monthly  | 5,192.45  | 5,452.07  | 5,724.67  | 6,010.91  | 6,311.45  |
|                            | Annual   | 62,309.36 | 65,424.83 | 68,696.07 | 72,130.87 | 75,737.41 |
| Citywide Fleet Coordinator | Biweekly | 2,456.43  | 2,579.25  | 2,708.21  | 2,843.62  | 2,985.80  |
|                            | Monthly  | 5,322.26  | 5,588.37  | 5,867.79  | 6,161.18  | 6,469.24  |
|                            | Annual   | 63,867.09 | 67,060.45 | 70,413.47 | 73,934.14 | 77,630.85 |
| IT Specialist              | Biweekly | 2,580.78  | 2,709.82  | 2,845.31  | 2,987.58  | 3,136.96  |
| Assistant Engineer         | Monthly  | 5,591.70  | 5,871.28  | 6,164.85  | 6,473.09  | 6,796.74  |
| Engineering Inspector      | Annual   | 67,100.36 | 70,455.38 | 73,978.15 | 77,677.06 | 81,560.91 |
| Program Analyst            |          |           |           |           |           |           |
| Associate Engineer         | Biweekly | 2,919.92  | 3,065.92  | 3,219.21  | 3,380.17  | 3,549.18  |
|                            | Monthly  | 6,326.49  | 6,642.82  | 6,974.96  | 7,323.71  | 7,689.89  |
|                            | Annual   | 75,917.90 | 79,713.80 | 83,699.49 | 87,884.46 | 92,278.69 |
| Senior Engineer            | Biweekly | 3,144.43  | 3,301.66  | 3,466.74  | 3,640.08  | 3,822.08  |
|                            | Monthly  | 6,812.94  | 7,153.59  | 7,511.27  | 7,886.83  | 8,281.17  |
|                            | Annual   | 81,755.28 | 85,843.04 | 90,135.19 | 94,641.95 | 99,374.05 |



CITY OF ARROYO GRANDE  
 COMBINED SALARY SCHEDULE  
 EFFECTIVE 12/27/19

GROUP: POA

| <u>Position</u>                        |          | <u>A</u>  | <u>B</u>  | <u>C</u>  | <u>D</u>   | <u>E</u>   |
|--|----------|-----------|-----------|-----------|------------|------------|
| Police Officer                         | Biweekly | 2,635.55  | 2,767.33  | 2,905.69  | 3,050.98   | 3,203.53   |
|  | Monthly  | 5,710.36  | 5,995.88  | 6,295.67  | 6,610.46   | 6,940.98   |
|  | Annual   | 68,524.32 | 71,950.54 | 75,548.07 | 79,325.47  | 83,291.74  |
| Sr. Police Officer                     | Biweekly | 2,910.32  | 3,055.84  | 3,208.63  | 3,369.06   | 3,537.51   |
|  | Monthly  | 6,305.70  | 6,620.98  | 6,952.03  | 7,299.63   | 7,664.62   |
|  | Annual   | 75,668.38 | 79,451.79 | 83,424.38 | 87,595.60  | 91,975.38  |
| Police Sergeant                        | Biweekly | 3,373.17  | 3,541.83  | 3,718.92  | 3,904.87   | 4,100.11   |
|  | Monthly  | 7,308.54  | 7,673.97  | 8,057.66  | 8,460.55   | 8,883.58   |
|  | Annual   | 87,702.47 | 92,087.60 | 96,691.98 | 101,526.58 | 106,602.91 |
| Records Clerk                          | Biweekly | 1,836.71  | 1,928.54  | 2,024.97  | 2,126.22   | 2,232.53   |
|  | Monthly  | 3,979.53  | 4,178.51  | 4,387.43  | 4,606.80   | 4,837.14   |
|  | Annual   | 47,754.36 | 50,142.08 | 52,649.18 | 55,281.64  | 58,045.72  |
| Records / Property Evidence Technician | Biweekly | 2,029.19  | 2,130.65  | 2,237.19  | 2,349.04   | 2,466.50   |
|  | Monthly  | 4,396.58  | 4,616.41  | 4,847.23  | 5,089.60   | 5,344.08   |
|  | Annual   | 52,759.02 | 55,396.97 | 58,166.82 | 61,075.16  | 64,128.91  |
| Police Trainee                         | Biweekly | 2,295.64  | 2,410.42  | 2,530.94  | 2,657.49   | 2,790.36   |
|  | Monthly  | 4,973.88  | 5,222.58  | 5,483.70  | 5,757.89   | 6,045.78   |
|  | Annual   | 59,686.58 | 62,670.91 | 65,804.46 | 69,094.68  | 72,549.41  |

FIVE CITIES FIRE AUTHORITY  
 COMBINED SALARY SCHEDULE  
 EFFECTIVE 12/27/19

GROUP: FCFA IAFF

| <u>Position</u> |          | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> |
|-----------------|----------|----------|----------|----------|----------|----------|
| Fire Fighter    | Biweekly | 2,144    | 2,251    | 2,364    | 2,482    | 2,606    |
|                 | Monthly  | 4,645    | 4,877    | 5,121    | 5,377    | 5,646    |
|                 | Annual   | 55,740   | 58,527   | 61,453   | 64,526   | 67,752   |
| Fire Engineer   | Biweekly | 2,486    | 2,611    | 2,741    | 2,878    | 3,022    |
|                 | Monthly  | 5,387    | 5,656    | 5,939    | 6,236    | 6,548    |
|                 | Annual   | 64,644   | 67,876   | 71,270   | 74,834   | 78,575   |
| Fire Captain    | Biweekly | 2,955    | 3,103    | 3,258    | 3,421    | 3,592    |
|                 | Monthly  | 6,403    | 6,723    | 7,059    | 7,412    | 7,783    |
|                 | Annual   | 76,836   | 80,678   | 84,712   | 88,947   | 93,395   |

CITY OF ARROYO GRANDE  
 COMBINED SALARY SCHEDULE  
 EFFECTIVE 12/27/19

GROUP: FCFA MANAGEMENT

| <u>Position</u>                                 |          | <u>LOW</u> | <u>MID</u> | <u>HIGH</u> |
|---|----------|------------|------------|-------------|
| Administrative Assistant/<br>Clerk to the Board | Biweekly | 2,302      | 2,550      | 2,798       |
|   | Monthly  | 4,988      | 5,526      | 6,063       |
|   | Annual   | 59,860     | 66,309     | 72,758      |
| Battalion Chief                                 | Biweekly | 4,543      | 5,033      | 5,523       |
|   | Monthly  | 9,843      | 10,904     | 11,966      |
|   | Annual   | 118,112    | 130,851    | 143,590     |
| Fire Chief                                      | Biweekly | 5,270      | 5,839      | 6,408       |
|   | Monthly  | 11,418     | 12,651     | 13,884      |
|   | Annual   | 137,020    | 151,813    | 166,607     |

CITY OF ARROYO GRANDE  
 COMBINED SALARY SCHEDULE  
 EFFECTIVE 12/27/19

GROUP: MANAGEMENT

| Position                                  |          | LOW       | MID       | HIGH       |
|---|----------|-----------|-----------|------------|
| Office Assistant I                        | Biweekly | 1,456.62  | 1,613.77  | 1,770.92   |
|   | Monthly  | 3,156.00  | 3,496.50  | 3,837.00   |
|   | Annual   | 37,872.00 | 41,958.00 | 46,044.00  |
| Office Assistant II                       | Biweekly | 1,607.08  | 1,781.31  | 1,955.54   |
|   | Monthly  | 3,482.00  | 3,859.50  | 4,237.00   |
|   | Annual   | 41,784.00 | 46,314.00 | 50,844.00  |
| Administrative Secretary                  | Biweekly | 1,864.62  | 2,065.38  | 2,266.15   |
|   | Monthly  | 4,040.00  | 4,475.00  | 4,910.00   |
|   | Annual   | 48,480.00 | 53,700.00 | 58,920.00  |
| Executive Secretary                       | Biweekly | 2,109.23  | 2,337.23  | 2,565.23   |
|   | Monthly  | 4,570.00  | 5,064.00  | 5,558.00   |
|   | Annual   | 54,840.00 | 60,768.00 | 66,696.00  |
| Executive Asst./Deputy City Clerk         | Biweekly | 2,161.85  | 2,395.62  | 2,629.38   |
|   | Monthly  | 4,684.00  | 5,190.50  | 5,697.00   |
|   | Annual   | 56,208.00 | 62,286.00 | 68,364.00  |
| Assistant Planner                         | Biweekly | 2,328.46  | 2,580.00  | 2,831.54   |
|   | Monthly  | 5,045.00  | 5,590.00  | 6,135.00   |
|   | Annual   | 60,540.00 | 67,080.00 | 73,620.00  |
| Associate Planner                         | Biweekly | 2,569.85  | 2,847.69  | 3,125.54   |
|   | Monthly  | 5,568.00  | 6,170.00  | 6,772.00   |
|   | Annual   | 66,816.00 | 74,040.00 | 81,264.00  |
| Planning Manager<br>Accounting Manager    | Biweekly | 3,054.92  | 3,384.92  | 3,714.92   |
|   | Monthly  | 6,619.00  | 7,334.00  | 8,049.00   |
|   | Annual   | 79,428.00 | 88,008.00 | 96,588.00  |
| Public Works Manager<br>Utilities Manager | Biweekly | 3,290.77  | 3,645.69  | 4,000.62   |
|   | Monthly  | 7,130.00  | 7,899.00  | 8,668.00   |
|   | Annual   | 85,560.00 | 94,788.00 | 104,016.00 |
| Information Technology Mgr                | Biweekly | 3,371.54  | 3,735.46  | 4,099.38   |
|   | Monthly  | 7,305.00  | 8,093.50  | 8,882.00   |
|   | Annual   | 87,660.00 | 97,122.00 | 106,584.00 |

CITY OF ARROYO GRANDE  
 COMBINED SALARY SCHEDULE  
 EFFECTIVE 12/27/19

| <u>Position</u>   |          | LOW        | MID        | HIGH       |
|---|----------|------------|------------|------------|
| Capital Improvement Projects Manager  | Biweekly | 3,456.46   | 3,829.38   | 4,202.31   |
|   | Monthly  | 7,489.00   | 8,297.00   | 9,105.00   |
|   | Annual   | 89,868.00  | 99,564.00  | 109,260.00 |
| Human Resources Manager<br>Dir of Legis and Info Services<br>Dir of Recreation Services | Biweekly | 3,543.23   | 3,925.38   | 4,307.54   |
|   | Monthly  | 7,677.00   | 8,505.00   | 9,333.00   |
|   | Annual   | 92,124.00  | 102,060.00 | 111,996.00 |
| Building Official   | Biweekly | 3,631.38   | 4,023.69   | 4,416.00   |
|   | Monthly  | 7,868.00   | 8,718.00   | 9,568.00   |
|   | Annual   | 94,416.00  | 104,616.00 | 114,816.00 |
| Police Commander  | Biweekly | 4,129.85   | 4,575.46   | 5,021.08   |
|   | Monthly  | 8,948.00   | 9,913.50   | 10,879.00  |
|   | Annual   | 107,376.00 | 118,962.00 | 130,548.00 |
| City Engineer   | Biweekly | 4,423.85   | 4,902.23   | 5,380.62   |
|   | Monthly  | 9,585.00   | 10,621.50  | 11,658.00  |
|   | Annual   | 115,020.00 | 127,458.00 | 139,896.00 |
| Director of Public Works<br>Dir of Administrative Services<br>Dir of Community Develop  | Biweekly | 4,883.08   | 5,410.38   | 5,937.69   |
|   | Monthly  | 10,580.00  | 11,722.50  | 12,865.00  |
|   | Annual   | 126,960.00 | 140,670.00 | 154,380.00 |
| Acting Deputy City Manager  | Biweekly | 5,131.85   | 5,685.23   | 6,238.62   |
|   | Monthly  | 11,119.00  | 12,318.00  | 13,517.00  |
|   | Annual   | 133,428.00 | 147,816.00 | 162,204.00 |
| Police Chief  | Biweekly | 5,284.62   | 5,855.54   | 6,426.46   |
|   | Monthly  | 11,450.00  | 12,687.00  | 13,924.00  |
|   | Annual   | 137,400.00 | 152,244.00 | 167,088.00 |
| Acting City Manager   | Biweekly | 5,884.62   | 6,519.23   | 7,153.85   |
|   | Monthly  | 12,750.00  | 14,125.00  | 15,500.00  |
|   | Annual   | 153,000.00 | 169,500.00 | 186,000.00 |
| City Manager  | Biweekly |            |            | 7,305.69   |
|   | Monthly  |            |            | 15,829.00  |
|   | Annual   |            |            | 189,948.00 |

CITY OF ARROYO GRANDE  
 COMBINED SALARY SCHEDULE  
 EFFECTIVE 12/27/19

GROUP: PART-TIME POSITIONS

|   | HOURLY RATE |         |         |         |
|---|-------------|---------|---------|---------|
|   | Step A      | Step B  | Step C  | Step D  |
| <u>POLICE DEPARTMENT</u>                  |             |         |         |         |
| Administrative Intern (Cadet)             | \$14.13     | \$14.84 | \$15.57 | \$16.36 |
| Records Clerk                             | \$19.52     | \$20.50 | \$21.52 | \$22.60 |
| Fleet & Equipment Technician              | \$23.58     | \$24.76 | \$26.00 | \$27.30 |
| Neighborhood Services Technician          | \$21.04     | \$22.09 | \$23.20 | \$24.36 |
| Training Technician                       | \$23.58     | \$24.76 | \$26.00 | \$27.30 |
| Police Reserve Officer Trainee            | \$22.50     | \$23.63 | \$24.81 | \$26.05 |
| Police Reserve Officer                    | \$25.84     | \$27.13 | \$28.49 | \$29.91 |
| Designated Level I Reserve Officer        | \$32.30     | \$33.92 | \$35.61 | \$37.39 |
| <br><u>RECREATION SERVICES DEPARTMENT</u> |             |         |         |         |
| AM/PM Assistant I                         | \$13.00     | \$13.65 | \$14.33 | \$15.05 |
| AM/PM Assistant II                        | \$14.30     | \$15.02 | \$15.78 | \$16.56 |
| AM/PM Assistant Teacher                   | \$15.73     | \$16.52 | \$17.34 | \$18.22 |
| AM/PM Teacher                             | \$17.30     | \$18.17 | \$19.07 | \$20.03 |
| Pre School Teacher                        | \$17.30     | \$18.17 | \$19.07 | \$20.03 |
| Facility Attendant                        | \$13.00     | \$13.65 | \$14.33 | \$15.05 |
| Senior Facility Attendant                 | \$14.30     | \$15.02 | \$15.78 | \$16.56 |
| Sports Facility Attendant                 | \$13.00     | \$13.65 | \$14.33 | \$15.05 |
| Volunteer and Program Coordinator         | \$23.79     | \$24.98 | \$26.23 | \$27.54 |
| <br><u>MISCELLANEOUS</u>                  |             |         |         |         |
| Administrative Intern                     | \$14.13     | \$14.84 | \$15.57 | \$16.36 |
| Office Assistant I                        | \$15.86     | \$16.65 | \$17.49 | \$18.36 |
| Office Assistant II                       | \$18.54     | \$19.47 | \$20.44 | \$21.47 |
| Sr. Office Assistant                      | \$19.52     | \$20.50 | \$21.52 | \$22.60 |
| Administrative Secretary                  | \$22.30     | \$23.41 | \$24.58 | \$25.81 |
| Building Permit Technician                | \$23.93     | \$25.13 | \$26.38 | \$27.70 |
| Assistant Engineer                        | \$29.21     | \$30.67 | \$32.21 | \$33.82 |
| Associate Engineer                        | \$32.13     | \$33.74 | \$35.42 | \$37.19 |
| Planning Technician                       | \$23.93     | \$25.13 | \$26.38 | \$27.70 |
| Assistant Planner                         | \$27.85     | \$29.24 | \$30.70 | \$32.24 |
| Associate Planner                         | \$30.13     | \$31.64 | \$33.22 | \$34.88 |
| Custodian                                 | \$16.18     | \$16.99 | \$17.84 | \$18.73 |
| Maintenance Worker                        | \$16.18     | \$16.99 | \$17.84 | \$18.73 |
| Student Intern (seasonal)                 | \$13.00     |         |         |         |
| <br><u>FIVE CITIES FIRE AUTHORITY</u>     |             |         |         |         |
| Office Assistant II                       | \$17.64     | \$18.52 | \$19.44 | \$20.42 |
| Reserve Firefighter                       | \$14.50     | \$15.50 | \$16.50 |         |

**ACTING CITY MANAGER  
EMPLOYMENT AGREEMENT**

This Acting City Manager Employment Agreement ("Agreement") made and entered into this \_\_\_ day of May 2020, by and between the City of Arroyo Grande (hereinafter referred to as "Employer", or "City") and Bill Robeson (hereinafter referred to as "Employee"), who understand as follows:

**WITNESSETH:**

**WHEREAS**, the City Council has determined that it is in the interest of the City to appoint an Acting City Manager while it conducts a recruitment for a new City Manager; and

**WHEREAS**, the City Council desires to appoint and employ Employee as the Acting City Manager and Employee desires to accept said temporary appointment, subject to the terms and conditions set forth herein.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1. EMPLOYMENT OF ACTING CITY MANAGER**

A. Subject to the terms and conditions of this Agreement, City hereby agrees to employ Employee as the City's Acting City Manager. As Acting City Manager Employee shall perform the duties of the City Manager as set forth in Chapter 2.08 of the Arroyo Grande Municipal Code.

B. Employee acknowledges that his appointment as Acting City Manager shall not imply, guarantee or create any right, expectation or entitlement of an appointment as the permanent City Manager.

**SECTION 2. TERM AND TERMINATION**

A. This Agreement shall take effect upon its execution by both parties and shall remain in effect until an Interim City Manager or a permanent City Manager starts his or her employment with the City or this Agreement is otherwise terminated as provided for herein, provided however, that in no event shall Employee's employment as Acting City Manager extend beyond 960 hours or otherwise violate the provisions of Government Code Section 20480 regarding limits on out-of-class appointments. In accordance with Government Code Section 20480, the City will track employees hours worked serving as Acting City Manager and report that service to the CalPERS no later than 30 days following the end of the fiscal year.

B. Employee understands that he has no constitutionally protected property or other interests in his employment as Acting City Manager. Employee understands and expressly agrees that he serves in the Acting City Manager position at the will and

pleasure of the City Council and that he may be terminated or asked to resign from that position at any time by the City Council, without cause.

C. Upon the end of the term of this Agreement, Employee shall return to his position as Public Works Director at the salary and benefits then applicable to that position, without loss of longevity, benefits or rights.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from the position of Acting City Manager, upon providing ten (10) days written notice to the City Council, at which time Employee shall return to his position as Public Works Director.

### **SECTION 3. SALARY AND COMPENSATION**

A. Commencing upon execution of this Agreement, Employer agrees to pay Employee monthly compensation based upon an annual base salary of One Hundred Eighty-Five Thousand Eight Hundred Eighty Dollars (\$185,880) for his services as Acting City Manager, which compensation is set forth in Resolution No. ---.

B. Employer agrees to continue to provide Employee with all additional benefits as provided to other management employees of the City.

### **SECTION 4. GENERAL PROVISIONS**

A. The terms of this Agreement are intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

B. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

C. This Agreement shall be governed by the laws of the State of California. Employee and the City agree that venue for any dispute shall be in San Luis Obispo County, California.

D. The parties acknowledge that they understand the significance and consequences of this Agreement. The parties also acknowledge that they have been given full opportunity to review and negotiate this Agreement and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Agreement

shall not be interpreted against the party who prepared the initial draft because all parties participated in the drafting of this Agreement by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Agreement.

E. Employee may not assign this Agreement in whole or in part.

F. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and shall be governed by the laws of the State of California.

**IN WITNESS WHEREOF**, City and Employee have executed this Agreement on the day and year first set forth below.

**EMPLOYEE:**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Bill Robeson

**CITY:**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Caren Ray Russom  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kelly Wetmore, City Clerk

\_\_\_\_\_  
Timothy J. Carmel  
City Attorney



**ACTING DEPUTY CITY MANAGER  
EMPLOYMENT AGREEMENT**

This Acting Deputy City Manager Employment Agreement ("Agreement") made and entered into this \_\_\_ day of May 2020, by and between the City of Arroyo Grande (hereinafter referred to as "Employer", or "City") and Whitney McDonald (hereinafter referred to as "Employee"), who understand as follows:

**WITNESSETH:**

**WHEREAS**, the City Council has determined that it is in the interest of the City to appoint an Acting Deputy City Manager to assist the Acting City Manager while it conducts a recruitment for a new City Manager; and

**WHEREAS**, the City Council desires to appoint and employ Employee as the Acting Deputy City Manager and Employee desires to accept said temporary appointment, subject to the terms and conditions set forth herein.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1. EMPLOYMENT OF ACTING DEPUTY CITY MANAGER**

A. Subject to the terms and conditions of this Agreement, City hereby agrees to employ Employee as the City's Acting Deputy City Manager. As Acting Deputy City Manager Employee shall assist the Acting City Manager in performing the duties set forth in Chapter 2.08 of the Arroyo Grande Municipal Code.

B. Employee acknowledges that her appointment as Acting Deputy City Manager shall not imply, guarantee or create any right, expectation or entitlement of an appointment as a permanent Deputy City Manager.

**SECTION 2. TERM AND TERMINATION**

A. This Agreement shall take effect upon its execution by both parties and shall remain in effect until an Interim City Manager or a permanent City Manager starts his or her employment with the City or this Agreement is otherwise terminated as provided for herein, provided however, that in no event shall Employee's employment as Acting Deputy City Manager extend beyond 960 hours or otherwise violate the provisions of Government Code Section 20480 regarding limits on out-of-class appointments. In accordance with Government Code Section 20480, the City will track employees hours worked serving as Acting Deputy City Manager and report that service to the CalPERS no later than 30 days following the end of the fiscal year.

B. Employee understands that she has no constitutionally protected property or other interests in her employment as Acting Deputy City Manager. Employee understands and expressly agrees that she serves in the Acting Deputy City Manager position at the will

and pleasure of the City Council and that she may be terminated or asked to resign from that position at any time by the City Council, without cause.

C. Upon the end of the term of this Agreement, Employee shall return to her position as Community Development Director at the salary and benefits then applicable to that position, without loss of longevity, benefits or rights.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from the position of Acting Deputy City Manager, upon providing ten (10) days written notice to the City Council, at which time Employee shall return to her position as Community Development Director.

### **SECTION 3. SALARY AND COMPENSATION**

A. Commencing upon execution of this Agreement, Employer agrees to pay Employee monthly compensation based upon an annual base salary of One Hundred Fifty-Eight Thousand Four Hundred Sixty Dollars (\$158,460.00) for her services as Acting Deputy City Manager, which compensation is set forth in Resolution No. ----.

B. Employer agrees to continue to provide Employee with all additional benefits as provided to other management employees of the City.

### **SECTION 4. GENERAL PROVISIONS**

A. The terms of this Agreement are intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

B. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

C. This Agreement shall be governed by the laws of the State of California. Employee and the City agree that venue for any dispute shall be in San Luis Obispo County, California.

D. The parties acknowledge that they understand the significance and consequences of this Agreement. The parties also acknowledge that they have been given full opportunity to review and negotiate this Agreement and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Agreement

shall not be interpreted against the party who prepared the initial draft because all parties participated in the drafting of this Agreement by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Agreement.

E. Employee may not assign this Agreement in whole or in part.

F. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and shall be governed by the laws of the State of California.

**IN WITNESS WHEREOF**, City and Employee have executed this Contract on the day and year first set forth below.

**EMPLOYEE:**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Whitney McDonald

**CITY:**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Caren Ray Russom  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kelly Wetmore, City Clerk

\_\_\_\_\_  
Timothy J. Carmel  
City Attorney

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