



TO: Mayor and Councilmembers

FROM: Paula Perotte, Mayor
James Kyriaco, City Councilmember

CONTACT: Megan Garibaldi, City Attorney
Kristine Schmidt, Assistant City Manager

SUBJECT: Appointment of City Manager and Approval of Employment Agreement

RECOMMENDATION:

- A. Adopt Resolution No. 22-__ entitled, "A Resolution of the City Council of the City of Goleta, California, Appointing Robert Nisbet as City Manager and Approving the Employment Agreement Between the City of Goleta and Robert Nisbet"; and
- B. Adopt Resolution No. 22-__ entitled, "A Resolution of the City Council of the City of Goleta, California, Amending the City of Goleta Schedule of Authorized Positions and the City of Goleta Salary Schedule and Classification Plan for Fiscal Year 2022/23, to adjust the City Manager salary and to include the new position of Manager Emeritus effective September 1, 2022,"
- C. Approve the appointment of Michelle Greene to the Manager Emeritus position effective September 1, 2022, to be available to assist with transition activities, as needed by and subject to the exclusive supervision and oversight of the new City Manager.

BACKGROUND:

On February 16, 2022, Goleta's City Manager Michelle Greene submitted her resignation to the City Council with the intent to retire after 18 distinguished years of service with the. Ms. Greene agreed to continue to serve the City in her City Manager role to allow time for the Council to conduct a recruitment for her replacement and for a period of transition thereafter.

The City Manager is one of only two positions (the other being the contract City Attorney) that report directly to the City Council and oversees virtually all City staff and operations. The City Council retained a top professional executive recruiter, Heather Renschler from Ralph Andersen and Associates, to conduct a nationwide recruitment. The City invited

top applicants to participate in a series of interviews and has selected the applicant that the Council found best suited to serve as the new City Manager.

DISCUSSION:

City Manager Appointment and Employment

With the adoption of the resolution attached as Attachment 1, the City Council will officially appoint Robert Nisbet as City Manager and approve his employment contract. Pursuant to the Resolution and employment contract, Mr. Nisbet's first day as City Manager will be September 1, 2022. After the conclusion of the interview process and additional background and reference checks, the City Council had authorized the City Attorney and Assistant City Manager, with the assistance of Andersen and Associates and under the supervision of the City Council's Ad Hoc Negotiating Committee, to negotiate an agreement within established parameters with Mr. Nisbet.

Mr. Nisbet is currently the City Manager of the City of Half Moon Bay, where he has served for almost four years. His key accomplishments at Half Moon Bay include guiding the completion of the city's Local Coastal Plan, a successful ballot measure to increase transient occupancy tax to 15 percent, a MOU with San Mateo County for operation of a new homeless shelter, and initiation of a coast side economic recovery effort in light of the pandemic.

In total, Mr. Nisbet brings more than 28 years of professional management experience, including six previous years as Assistant General Manager for the East Bay Regional Park District, 12 years with the Santa Barbara County General Services Department (including seven years as the Department Director), and seven years as the Public Works Director for the City of Carpinteria. He has a B.S. in construction management from Washington State University and a M.A. in Economics from U.C. Santa Barbara, with an emphasis in public finance and urban economics.

His significant professional accomplishments and experience in the region will be great assets to the City of Goleta.

The terms of an employment agreement have been negotiated with and approved by Mr. Nisbet (Exhibit 1 to Attachment 1). The compensation is typical for similar positions in the State, competitive in the context of Mr. Nisbet's current total compensation, and reflects the fact that this post is the City's Chief Executive Officer with organization-wide management responsibility and accountability.

The Employment Agreement includes the following highlighted compensation terms:

Compensation	Amount
Base Salary	\$291,000/year (\$139.90/hourly) Subject to CPI increase with 4%/year max.
Health Insurance	\$1295/month (standard department head) or up to \$950/month cash in lieu
457 Deferred Comp Plan Contribution	\$8,000 per year

Vehicle Allowance	\$700/month
Home Technology Allowance	\$150/month
Vacation	120 hours/year, 320 hour accrual max., up to 100 hours/year cash out
Management Leave	80 hours/year
Sick Leave	8 hours/month
Other leaves	Same City holidays and other leaves granted to executive management
Life & Long-term disability insurance	1x annual salary plus City's standard Long-term Disability and Accidental Death and Dismemberment
Relocation Assistance	Up to \$10,000 one-time reimbursement

The agreement also includes provision related to reimbursement of work-related expenses and support for professional memberships and professional development. The initial term of Mr. Nisbet's contract will be three years, subject to early termination with 6-months' severance, except if such termination is for cause, as defined under the agreement. Such severance provision is typical of City Manager contracts. The full contract with all terms and conditions is included as Attachment 1.

Manager Emeritus

Under current City Manager Michelle Greene's separation agreement, approved by the City Council on May 17, 2022 (Attachment 2), her last day in her role as City Manager will be August 31, 2022. After her last day as City Manager, Ms. Greene will stay on as a City employee and use her accrued leave time, during which time she will be reasonably available to the City to answer questions and advise on pending matters while on accrued leave. As identified in the separation agreement, Ms. Greene's commitment of time to City business would be 7.5 hours per week. If the new City Manager, in his discretion, deems that City business requires greater services from Ms. Greene, he may elect to pause Ms. Greene's leave and ask her to work in a part-time capacity (no more than 22.5 hours per week) at her current hourly rate of (\$128.79/hour) and resume her leave once such additional work is complete.

In order to effectuate the terms of the separation agreement in which Ms. Greene would stay on as an employee while the new City Manager transitions into the role, a classification of "Manager Emeritus" to the City's classification plan and establishment of the salary at the agreed upon rate are necessary (Attachment 3). Ms. Greene will report exclusively to the new City Manager in her capacity as Manager Emeritus.

Ms. Greene's separation agreement will terminate on the date that Ms. Greene's accrued management and/or vacation leave is exhausted. It is possible that Ms. Greene could be retained as a consultant for the City to work on special projects thereafter, such as on certain longstanding matters where her continued involvement could be beneficial to the City. However, any continuation of her services thereafter will be the subject of a separate agreement as negotiated and recommended by Mr. Nisbet.

FISCAL IMPACTS:

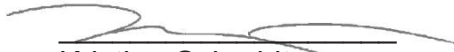
The compensation package represents an annual budget increase of approximately \$30,000 per year and a one-time increase up to \$10,000 for relocation assistance. Salary savings from vacancies may cover some or all of this difference in the current fiscal year. A mid-year adjustment will be brought to the City Council with additional appropriations, if necessary.

ALTERNATIVES:

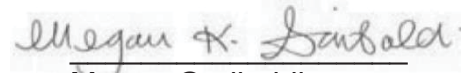
The Council may choose not to approve this agreement, and to provide alternate direction to staff. It is not appropriate to deliberate on the selection of the candidate in open session nor to negotiate different employment terms with the candidate in open session. If Council wishes to give alternative selection or negotiation parameters to staff and the Personnel Committee, Council should give direction to staff to schedule a closed session for this purpose. Should Council not proceed with the action today, it may be necessary to enter negotiations with Ms. Greene to extend her contract.

Reviewed By:

Legal Review By:



Kristine Schmidt
Assistant City Manager



Megan Garibaldi
City Attorney

ATTACHMENTS:

1. A Resolution of the City Council of the City of Goleta, California, Appointing Robert Nisbet as City Manager and Approving the Employment Agreement Between the City of Goleta and Robert Nisbet”
2. Current City Manager Michelle Greene’s Separation Agreement
3. A Resolution of the City Council of the City of Goleta, California, Amending the City of Goleta Schedule of Authorized Positions and the City of Goleta Salary Schedule and Classification Plan for Fiscal Year 2022/23, to adjust the City Manager salary and to include the new position of Manager Emeritus.

ATTACHMENT 1

Resolution No. 22-__ entitled, "A Resolution of the City Council of the City of Goleta, California, Appointing Robert Nisbet as City Manager and Approving the Employment Agreement Between the City of Goleta and Robert Nisbet"

RESOLUTION NO. 22-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLETA, CALIFORNIA, APPOINTING ROBERT NISBET AS CITY MANAGER AND APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF GOLETA AND ROBERT NISBET

WHEREAS, on February 16, 2022, Goleta's City Manager Michelle Greene submitted her resignation to the City Council indicating her intent to retire from the City after 18 distinguished years of service with the City and, pursuant to a separation agreement, Ms. Greene will serve her last day as City Manager on August 31, 2022; and

WHEREAS, over the last several months, the City Council has engaged in a formal competitive executive recruitment process for selecting a qualified candidate to fill the City Manager position, and with the recruitment process having now been completed, the City Council has identified and selected Robert Nisbet for the position; and

WHEREAS, pursuant to Goleta Municipal Code Chapter 2.03, the City Council now desires to appoint Robert Nisbet as the City Manager of the City of Goleta and to retain Mr. Nisbet and establish the terms and conditions for such employment by approving the attached Employment Agreement Between the City of Goleta and Robert Nisbet; and

WHEREAS, pursuant to Government Code Section 36506, the City Council is required to establish the compensation of the City Manager by Resolution, which such appointed public official shall hold office at the direction and pleasure of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GOLETA DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2: Robert Nisbet is hereby appointed City Manager for the City of Goleta effective September 1, 2022.

SECTION 3: The City Council hereby approves and authorizes the Mayor to execute the Employment Agreement Between the City of Goleta and Robert Nisbet, dated July 19, 2022, which agreement is attached hereto as Exhibit 1 and is incorporated herein by reference with an effective date of July 19, 2022 and term of office commencement date of September 1, 2022.

SECTION 4: The City Clerk is hereby directed to administer the Oath of Office.

SECTION 5: That all previous Resolutions appointing the City Manager are hereby repealed.

PASSED, APPROVED AND ADOPTED this 19th day of July, 2022.

PAULA PEROTTE, MAYOR

ATTEST:

APPROVED AS TO FORM:

DEBORAH S. LOPEZ
CITY CLERK

MEGAN GARIBALDI
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
CITY OF GOLETA)

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, DO HEREBY CERTIFY that the foregoing Resolution No. 22-__ was duly adopted by the City Council of the City of Goleta at a regular meeting held on the 19th day of July, 2022, by the following roll call vote of the Council:

AYES:

NOES:

ABSENT:

(SEAL)

DEBORAH S. LOPEZ
CITY CLERK

**EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF GOLETA AND ROBERT NISBET**

THIS EMPLOYMENT AGREEMENT (“**Agreement**”) is made and entered into effective as of the 19th day of July 2022, by and between the CITY OF GOLETA, a general law city and municipal corporation (“**City**”), and ROBERT NISBET, an individual (“**Nisbet**,” and collectively with the City, the “**Parties**”), both of whom understand as follows:

RECITALS

A. City desires to engage the services of Nisbet, and Nisbet desires to accept employment, as City Manager of the City of Goleta, as provided by the Goleta Municipal Code;

B. It is the desire of the City Council to (1) secure and retain the services of Nisbet and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Nisbet’s morale and peace of mind with respect to future security, and (3) to provide a means of terminating Nisbet’s services if City so desires to terminate his employ;

C. Nisbet desires to accept employment, on an at-will basis, as the City Manager of the City; and

D. The Parties further desire to establish certain benefits and certain conditions of Nisbet’s employment.

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

1. Employment.

a. Duties. The City hereby agrees to employ Nisbet as City Manager of the City to perform the functions and duties specified in City’s Municipal Code and the Government Code of the State of California, and Nisbet agrees to accept such employment. Nisbet shall perform all duties and responsibilities imposed by law and industry standards, and such legally permissible further and proper duties and functions as the City Council may from time to time assign. Nisbet shall hold office at the pleasure of the City Council, and shall be the administrative head of the government of the City

under the direction and control of the City Council except as otherwise provided in the Municipal Code.

b. Work Efforts and Schedule. Nisbet shall devote such time, interest, and effort to the performance of his duties as may be reasonably necessary to fulfill the requirements set forth in Section 1.a. Nisbet agrees to perform such services to the best of his ability, in an efficient and competent manner consistent with the standards of the profession. Due to the nature of the City Manager position, it is understood that flexibility is required for Nisbet’s work schedule, including without limitation the need for remote work and to modify his schedule within reason to adjust for attendance at meetings at night and during other times outside of ordinary business hours, at Nisbet’s reasonable discretion. Without limiting the generality of the foregoing, Nisbet understands and agrees that the position is an exempt, salaried, full-time position which may involve expenditures of time in excess of forty (40) hours per week, and will also include time outside normal office hours, such as attendance at City Council and other meetings. Nisbet shall be exempt from paid overtime compensation and from Fair Labor Standard Act work hours restrictions. For purposes of this Section, “normal office hours” shall refer to work at City Hall when it is open for business, as determined by the City Council.

c. Outside Professional Activities. Due to the nature of the City Manager position, it is understood Nisbet shall not consult or engage in other non-City connected business or employment (aside from community volunteer activities) without the prior knowledge and express approval of the City Council. Nisbet may, however, undertake limited outside activities, including (a) volunteer professional development activities, including activities on behalf of organizations like the League of California Cities and City Manager associations; (b) volunteer activities; (c) teaching, subject to City Council approval; and/or (d) other related activities, provided that such activities do not in any way interfere, conflict with or adversely affect his employment as City Manager or the performance of his duties as provide herein.

2. Term.

a. Commencement and Term. This Agreement shall be effective as of July 19, 2022; however, Nisbet shall commence service as City Manager

on September 1, 2022 (September 1 shall hereinafter be referred to as the “**Anniversary Date**”) through August 31, 2025 (“**Term**”), unless terminated as provided in Section 3 herein. Notwithstanding that Nisbet’s services as City Manager shall commence on September 1, 2022, Nisbet may utilize the necessary portion of his Management Leave, as described in Section 8(c), for September 1 and 2, 2022, and understands that Nisbet will report to City Hall on September 6, 2022, to commence his duties as City Manager; provided, however, in the event of an emergency occurring in or impacting the City on September 1 and/or 2, Nisbet shall cancel his use of Management Leave for those days and report to City Hall immediately.

b. Renewal. Commencing on each Anniversary Date in 2025 and each year thereafter, this Agreement shall automatically renew for one additional year (each automatic one-year renewal shall be considered an extension of the Term), unless prior thereto, either (1) the Parties agree to enter into a formal, written amendment to mutually extend the Term of this Agreement for greater than a one-year period, or (2) the City Council notifies Nisbet of its intent not to extend the Agreement for one additional year; provided, however, that in the event the City Council desires not to allow the automatic renewal of the Term of the Agreement, the City shall inform City Manager, in writing, no less than 90 days prior to the end of the Term, as may have been from time to time extended.

3. Termination, Resignation, and Severance Pay.

a. At-Will. Nisbet’s employment with the City is on an at-will basis. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate, by a majority vote of the City Council, the services of Nisbet without cause, at any time and without notice other than a duly noticed City Council meeting agenda, and complying with Section 3(d) of this Agreement and the Goleta Municipal Code. Notwithstanding the foregoing, Nisbet may not be terminated under this provision for at-will termination by the City within ninety (90) days following the swearing of councilmembers after a City General Municipal Election where one or more Council seats are contested on the ballot of such election (the “**Election Cool-off Period**”). For the avoidance of doubt, the City Council’s decision to not renew, or notice of non-renewal of, the Agreement, as set forth in Section 2(b), above, or a termination

“for cause,” as set forth in Section 3(c), below, during the Election Cool-off Period does not constitute a termination for purposes of this Section 3(a).

b. Resignation. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Nisbet to resign from their position, subject only to Nisbet providing sixty (60) days’ prior written notice to the City. Nisbet’s resignation shall be deemed accepted upon delivery of a written resignation to the City Council. Notwithstanding the foregoing, Nisbet hereby expresses his intent to remain as City Manager for a period of not less than three (3) years from the date of execution of this Agreement.

c. For Cause Termination. Notwithstanding the provisions of Section 3(a), City may terminate this Agreement "for cause" as defined below. In the event Nisbet is terminated by the City for “cause,” then City may terminate this Agreement immediately and Nisbet shall not be entitled to severance and will only be entitled to the compensation accrued up to the date of such termination. Cause for termination shall be defined for purposes of this Agreement as: (1) Conviction of any felony; (2) conviction of a misdemeanor arising directly out of the City Manager's duties pursuant to this Agreement involving a willful and intentional violation of law; (3) a crime of moral turpitude; (4) removal from office by the Grand Jury; (5) willful abandonment of duties; (6) malfeasance; (7) gross negligence; (8) fraud; or (9) serious misconduct, substantiated through an independent investigation (e.g., sexual harassment, discrimination), which would constitute a violation of City policy, or state or federal law. (Conviction for purposes of this Agreement includes a judgment entered after a trial, plea of guilty, or plea of nolo contendere.

d. Severance. In the event Nisbet is terminated by the City Council at any time that Nisbet is still willing and able to perform the duties of City Manager, and the termination is without “cause” (i.e., an “at will” termination), as defined in Section 3(a), above, then, subject to the limitations set forth in Government Code Section 53260, the City shall pay Nisbet a lump sum cash payment settlement equal to six (6) months’ base pay (as defined in Section 5, below) (“**Severance**”), exclusive of incentive or bonus pay, benefits and other non-cash remuneration, except health benefits which will be continued, at the same level of City contribution provided Department head

level employees (and at the same coverage election as at the time of termination), for the same period as the severance or until Nisbet begins other employment, whichever occurs first. To receive Severance, Nisbet must execute and delivery to the City a Settlement Agreement and General Release, in a form satisfactory to the City, within 30 days of the termination date. In the event Nisbet elects not to sign the Settlement Agreement and General Release, Nisbet will not be entitled to Severance. The word “termination” in this paragraph shall include a reduction in salary (other than an across-the-board reduction applicable to all senior level employees) or other financial benefits of Nisbet or Nisbet’s resignation, if preceded by a formal request by a majority of the membership of the City Council that he resign. Nisbet will not be entitled to Severance if his employment is terminated by the Council at any time for cause, if Nisbet resigns, retires, cannot perform the essential functions of the position even with reasonable accommodations due to death, a medical condition or disability, or his Agreement is not renewed.

e. Effect of Payment of Severance/Release.

1. It is understood and agreed by the Parties that Nisbet is employed at will, and that upon the City’s full payment of Severance benefits to Nisbet, any right of Nisbet to continued employment with City is terminated. The promise and tender of payment to Nisbet, of any Severance payable herein, is in lieu of any damages which Nisbet might claim arising out of the termination of the employment relationship between the Parties, including lost wages, breach of contract, express or implied, breach of covenant of good faith and fair dealing, emotional distress and anxiety, or any similar contractual and personal injury claims.

2. This Section does not otherwise affect, waive, nor release any other rights Nisbet may have under this Agreement, or applicable law.

f. Abuse of Office. Pursuant to Government Code section 53243, *et seq.*, if Nisbet is convicted of a crime involving an abuse of his office or position, as defined below, all of the following shall apply upon final conviction: (1) if Nisbet is provided with administrative leave pay pending an investigation, he shall be required to fully reimburse such amounts paid; (2) if the City, in its discretion, pays for the criminal legal defense of Nisbet, in his official capacity, Nisbet shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash

settlement related to the termination that Nisbet may receive from the City shall be fully reimbursed to City. For purposes of this Section, “abuse of office or position” means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority as those crimes are specifically defined under specific provision of California statute; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code or as specifically defined under separate provision of California statute.

g. Survival. This Section will survive termination of the Agreement.

4. Revolving Door. Nisbet must comply with Government Code Section 87406.3 for a period of one year after separating from service with City. This section will survive termination of this Agreement.

5. Compensation.

a. Base Salary. City agrees to pay Nisbet for the services required by this Agreement a base annual salary of Two Hundred and Ninety-One Thousand Dollars (\$291,000), payable in equal installments at the same time as other employees of the City are paid.

b. Indexed Salary Increases. Subject to completion of a satisfactory performance evaluation, as set forth in Section 14 of this Agreement, the City agrees to increase Nisbet’s base salary with an annual cost of living adjustment (“COLA”) by a percent equivalent to the percent change in the June California Consumer Price Index for Urban Wage Earners and Clerical Workers, as calculated by the Department of Industrial Relations (“**DIR CPI Increase**”), during the preceding 12-month period, up to a maximum of four percent (4%) per year, effective the first pay period following the Anniversary Date, without the need for a separate amendment to this Agreement (“**Automatic COLA Increase**”). In the event the DIR CPI Increase exceeds four percent (4%), the City Council may, but is not obligated, to award a greater COLA increase than the Automatic COLA Increase permitted by this Section; provided, however, that such increase shall require written amendment of this Agreement, approved by the City Council at a regular meeting

c. Other Salary Adjustments. On his Anniversary Date, the City may consider potential increases to Nisbet's salary and/or any other benefits Nisbet receives, and to make modifications in such amounts and to such extent (whether in the nature of a merit increase, bonus, or other compensation enhancement or otherwise) based on performance, comparative salaries, and the finances of the City, as the City Council in its discretion may determine that it is desirable to do so. The City Council may, in its discretion, also determine to give Nisbet exceptional performance recognition in the form of a one-time check for exceptional performance during the prior fiscal year. Any modifications to Nisbet's compensation or benefits as contemplated in this Section 5(c) require written amendment of this Agreement, approved by the City Council at a regular meeting.

6. Automobile. The City agrees that upon proof of insurance coverage in an amount acceptable to the City, the City shall provide Nisbet a monthly vehicle allowance of Seven Hundred Dollars (\$700) per month, which shall be paid in equal installments in each pay period. The vehicle allowance is intended to reimburse Nisbet for mileage costs and the use of his private vehicle for City business. Nisbet must provide his own automobile for his use in performing his duties and is responsible for all maintenance, repair, fuel and insurance expenses for said vehicle. Nisbet agrees to adhere to all laws, regulations, and City policies applicable to vehicles, driving, or traffic when operating his vehicle on City-related business.

7. Technology/Telephone Allowance; Laptop. The City agrees to provide Nisbet a monthly technology/telephone allowance of One Hundred and Fifty Dollars (\$150) per month, which shall be paid in equal installments in each pay period. The technology/telephone allowance is intended to reimburse Nisbet for personal discretionary technological purchases and expenses in furtherance of employment (*e.g.*, cellular phone, tablet, data plan) while conducting City business. Nisbet shall use his personal cellular phone for transaction of City business, and the technology/telephone allowance, in part, shall serve as reimbursement for use of his private phone for business purposes. The City further agrees to furnish Nisbet with a laptop computer for purposes of conducting official City business. Nisbet agrees the use of such laptop computer shall be for conducting City business only and shall not be used for personal purposes.

8. Leaves, Vacation, and Holidays.

a. Sick Leave. Sick leave shall accrue at the rate of eight (8) hours per month. Sick leave may be used for personal illness, illness of a dependent, and doctor and dentist appointments or as otherwise provided under California law. Nisbet is entitled to unlimited accumulation of sick leave and may elect to convert sick leave to vacation at separation,, as authorized by the City's Personnel Rules.

b. Vacation Leave. Nisbet shall earn 120 hours of vacation per year. Vacation leave accrues on a biweekly basis. Nisbet may use vacation as it accrues. Vacation accrued by Nisbet and not taken will be paid to Nisbet when separating from City service, calculated at Nisbet's current base hourly rate. Vacation is transferable from one year to the next. Nisbet may accrue a maximum of 320 hours of vacation. Every calendar year, Nisbet may opt to exchange up to 100 hours of unused vacation time for monetary compensation, provided that he has taken at least two weeks of leave in the prior calendar year.

c. Management Leave. Management leave of eighty hours per year is provided for Nisbet to be taken at his discretion, which shall be deemed earned on July 1 of each year. Management Leave not used by June 30 of each year shall not be converted, carried over or cashed out, and shall be eliminated. Management leave will be prorated for partial years' service. Furthermore, Nisbet will not be compensated for any unused Management Leave at the time of separation of employment.

d. Holidays. Nisbet shall be entitled to the same number of paid holidays per year as provided to other City employees.

e. Other Leaves. Nisbet shall be entitled to other leaves as are provided to Department Directors of the City.

9. Retirement, Insurance, and Other Benefits.

a. PERS Retirement. The City agrees to execute all necessary agreements to enroll Nisbet in the California Public Employees Retirement System ("CalPERS") commensurate with the standard City employee retirement benefits program, as that program may be changed from time to time. During the term of this Agreement, City shall contribute to employer's portion and Nisbet shall contribute to the

employee's portion of Nisbet's membership in CalPERS. The City does not participate in Social Security for employees enrolled in CalPERS.

b. Deferred Compensation. The City shall fund a 457(b) deferred compensation plan on Nisbet's behalf, payable in equal installments concurrent with employee pay periods, in the amount of Eight Thousand dollars (\$8,000) per year. The City shall pay reasonable fees to create such a plan for Nisbet.

c. Medical and Other Insurance.

1. The City shall provide health (medical, dental and vision) benefits to Nisbet as commensurate with the standard department head employee health benefits. In lieu of selecting to use the City-provided health benefit coverage, Nisbet may elect a cash flex benefit at the amount set for other department head level employees within the City, as set forth in the City's Personnel Rules and which may be from time-to-time amended, which shall be provided in equal installments concurrent with employee pay periods.

2. City shall provide Nisbet with a term life insurance policy in the face amount equal to one year's base salary, as set forth in Section 5(a). City shall further pay the premium for long-term disability insurance, as provided to other department head level employees within the City.

d. Other Insurance. City shall provide and pay for all other insurance mandated by State law.

e. Other Benefits. Nisbet shall receive the same fringe benefits provided to other department head level employees, as set forth in the Personnel Rules, and as may be from time to time amended, unless specifically amended by this Agreement.

10. Moving and Relocation Expenses. Nisbet shall be entitled to reimbursement of reasonable relocation and moving expenses upon submission of receipts to the City, up to a gross amount of Ten Thousand Dollars (\$10,000), for the purpose of, amongst other things, actual moving expenses, rental and travel reimbursements, including lodging, airfare, car rentals, and meals to and from Goleta in connection with house hunting and relocation.

11. Professional Development. The City hereby agrees to budget for and pay travel and subsistence expenses of Nisbet for professional travel, official travel, meetings necessary to pursue official and other functions for the City and to continue professional development of Nisbet, to the extent deemed reasonable by the City Council. The City also agrees to pay for the travel and subsistence expenses of Nisbet for short courses, institutes and seminars that are necessary for his professional development and for the good of the City.

12. Memberships. The City agrees to pay Nisbet's membership dues and subscriptions in the International City/County Management Association ("ICMA"), League of California Cities, California City Managers Foundation and other similar organizations to which the City is a member, at City expense with prior City approval. Nisbet shall have a reasonable right to attend meetings of such organizations.

13. General Expenses. The City recognizes that certain extraordinary expenses of a non-personal and job-affiliated nature may be incurred by Nisbet, such as a business-related lunch or certain expenses incurred at a conference of a professional organization of which Nisbet is a member. The City agrees to reimburse Nisbet for reasonable expenses which are submitted to the City Council within thirty (30) days of occurrence for approval and which are supported by expense receipts, statements or personal affidavits, and an audit thereof in like manner as other demands against the City. For the avoidance of doubt, this paragraph is intended to apply to business expenses that Nisbet himself directly incurs in performance of his job duties.

14. Performance Evaluation. The City Council shall conduct a "mini" review and evaluate the performance of Nisbet at the first regular meeting that is 90 days from the commencement of his job as City Manager. At least annually thereafter, the City Council shall conduct a review and evaluate the performance of Nisbet in his role as City Manager. The City Council shall provide Nisbet with an evaluation of his performance based on criteria established by the City Council with Nisbet's assistance. Nisbet shall be provided an adequate opportunity to discuss his evaluation with the Council. The evaluations are expected to take place in the two months prior to the Anniversary date, or at any other time requested by Nisbet. Notwithstanding the foregoing, the City Council may evaluate Nisbet at any time.

15. Indemnification. In accordance with and consistent with applicable law, the City shall provide Nisbet with a defense and indemnification, and shall hold Nisbet harmless from and against any and all claims, actions, or causes of action of any kind for which Nisbet may be held liable and which arise out of or relate to Nisbet's performance of his job duties at City, in accordance with the requirements of the California Government Code. In addition and in accordance with and consistent with applicable law, the City shall defend, at the City's expense and with counsel of the City's choosing any action, claim, or proceeding in which Nisbet is named and which alleges actions on the part of Nisbet, or failures to act, within the scope of the above-referenced indemnity obligation. Notwithstanding the foregoing, any funds provided for the legal criminal defense of Nisbet, if such were authorized, shall be fully reimbursed to the City if Nisbet is convicted of a crime involving an abuse of his office or position, in accordance with Government Code section 53243.1. This Section will survive the termination of the Agreement.

16. Bonding. The City shall bear the full cost of any fidelity or other bonds required of Nisbet, acting as City Manager of the City, under any law or ordinance.

17. Other Terms and Conditions of Employment. All provisions of the City Municipal Code and regulations and rules of City relating to vacation and sick leave, retirement and pension system contributions, life insurance, holidays and other fringe benefits and working conditions as they now exist, or thereafter may be amended, which apply to department head level City employees, except as otherwise set forth herein, shall also apply to Nisbet.

18. Notices. Notices given under this Agreement shall be in writing and shall be served personally or sent by Federal Express or some equivalent private overnight delivery service. Notices shall be deemed received at the earlier of actual receipt or two (2) days following transmission to an overnight carrier.

City

Attn: City Council
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

With a copy to:

Megan K. Garibaldi
City Attorney
c/o Best, Best & Krieger LLP
18101 Von Karman Ave., Unit 1000
Irvine, CA 92612

Nisbet

Robert Nisbet
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

Or to the address on file with the City's Human
Resource Department

19. General Provisions.

a. The text herein shall constitute the entire agreement between the Parties. No representations have been made or relied upon except as set forth herein. The Agreement is deemed to have been prepared by all of the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to the applicable rules of interpretation of contracts under the law of the State of California. The use of section headings in this Agreement is provided for convenience only and will not have any impact on the interpretation of particular provisions.

b. If Nisbet dies or becomes incapacitated during the Term of this Agreement, any accrued and unpaid wages provided by the terms of this Agreement shall be paid by City to Nisbet's spouse or if no spouse, to Nisbet's dependents. The Agreement shall be binding upon, or shall inure to the benefit of, the respective heirs, executors, administrators, successors and assigns of the Parties; provided, however, that Nisbet may not assign Nisbet's obligations hereunder.

c. If any provision or portion hereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this

Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

d. This Agreement may be changed or amended only by the mutual written consent of the City and Nisbet.

e. Nisbet is expected to conform to the ICMA Code of Ethics and must comply with all applicable provisions of the City's conflict of interest code.

f. This Agreement shall be construed in accordance with the laws of the State of California and the parties agree that venue shall be in the state court in the County of Santa Barbara, California.

g. Nisbet acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in the Agreement.

{Remainder of page intentionally left blank; signatures to follow}

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

EMPLOYEE


ROBERT NISBET

CITY OF GOLETA

By: _____
PAULA PEROTTE, MAYOR

ATTEST:

DEBORAH LOPEZ, CITY CLERK

APPROVED AS TO FORM:

MEGAN K. GARIBALDI, CITY ATTORNEY

ATTACHMENT 2

Current City Manager Michelle Greene's Separation Agreement

**CITY MANAGER SEPARATION AGREEMENT
(For Retirement Purposes)**

This Separation Agreement for Retirement Purposes ("**Agreement**") is entered into by and between Michelle Greene ("**Ms. Greene**"), on the one hand and, on the other hand, the City of Goleta, a municipal corporation (the "**City**"), as of May 17, 2022. Ms. Greene and the City are each respectively referred to herein as a "**Party**," and collectively as the "**Parties**."

RECITALS

A. Ms. Greene is employed as the City Manager of the City pursuant to that certain Agreement for Employment of City Manager, dated October 21, 2014, by and between Ms. Greene and the City, and subsequently amended and restated by the Parties pursuant to that certain First Amended Agreement for Employment, dated January 19, 2016, with an effective date of October 21, 2014, and further amended by the Parties pursuant to the Second Amendment to the City Manager Employment Agreement, dated February 18, 2020 (collectively, the "**Employment Agreement**").

B. In or about January 2022, Ms. Greene initially notified the City Council of her desire to retire and therefore separate from City service. On February 16, 2022, Ms. Greene submitted her official notice of retirement to the City Council. A true and correct copy of that notice is attached hereto as Exhibit "A."

C. As Ms. Greene transitions to retirement, the City and Ms. Greene now wish to conclude Ms. Greene's employment and the Employment Agreement, pursuant to the terms set forth herein. The Parties desire to herein enter into this Agreement to reflect the terms of Ms. Greene's separation from the City.

NOW, THEREFORE, in consideration of the foregoing and of the promises and covenants herein contained, the City and Ms. Greene hereby agree as follows:

1 **Effective Date.** This Agreement shall become effective and irrevocable upon the date set forth in Section [4.4.7](#) ("**Effective Date**").

2 **Conclusion of Employment.**

2.1 Except as specified in Section [2.1.2](#), below, Ms. Greene and the City hereby agree that Ms. Greene will cease serving as City Manager effective September 1, 2022 ("**City Manager Conclusion Date**").

2.1.1 In the time period prior to the City Manager Conclusion Date, the Parties agree that Ms. Greene shall be permitted to work exclusively remotely, as Ms. Greene deems is necessary; provided, however, that Ms. Greene shall work in-person at City Hall (1) for a multi-week period during April, which shall include in-person attendance at City Council meetings and events; and (2) for a multi-week period again during the month of June, 2022, which shall include in-person attendance at City Council meetings and events. Ms. Greene may also work, at her discretion, in-person at City Hall at any other time prior to the City Manager Conclusion Date. All travel expenses incurred by Ms. Greene in her travel to and from City Hall, as set forth herein, shall be

exclusively at her own expense.

2.1.2 Notwithstanding any other provision of this Agreement to the contrary, at any point prior to the City Manager Conclusion Date, Ms. Greene and the City have the option to mutually extend the City Manager Conclusion Date beyond the date set forth in Section [2.1](#), if so desired by the Parties, subject to written amendment to this Agreement (the “**Extension Option**”). In the event the Extension Option is exercised by the Parties, the Transition Period and the Separation Date (as those terms are hereinafter defined) shall correspondingly be extended consistent with the time period set forth in the amendment to effectuate the Extension Option.

2.2 In lieu of a cash payout of Ms. Greene’s accrued leave as permitted by the terms of the Employment Agreement, for the period commencing immediately following the City Manager Conclusion Date until the date upon which Ms. Greene’s accrued management and/or vacation leave (“**Accrued Leave**”) is entirely exhausted (“**Transition Period**”), which such Transition Period shall be served sequentially and without interruption, the Parties hereby agree Ms. Greene shall continue to serve as an employee of the City while in such Transition Period until the date upon which her Accrued Leave is entirely exhausted (“**Separation Date**”). In accordance with Sections [2.3](#) and [3.2](#), below, no additional leave that would otherwise be due under the Employment Agreement shall accrue nor any hours become Accrued Leave after the City Manager Conclusion Date, except that Accrued Leave shall include any sick leave that Ms. Greene chooses to convert to vacation leave, as permitted under the City’s Personnel Rules, at any point after the City Manager Conclusion Date. Thereafter, Ms. Greene and the City agree to irrevocably conclude their employment relationship effective upon the Separation Date.

2.2.1 During the Transition Period, Ms. Greene shall remain reasonably available to the City to answer questions and advise on pending matters on which she has previously worked (“**Transition Availability**”). A reasonable expectation of the Transition Availability shall be 7.5 hours per week.

2.2.2 To the extent the City’s demand for Transition Availability exceeds a reasonable expectation of Ms. Greene’s availability during the Transition Period, then in the discretion of the then-City Manager (including any Interim City Manager) and to the extent Ms. Greene desires to engage in additional work, Ms. Greene may perform additional consultation work for the City in excess of the consultation reasonably expected as part of the Transition Availability (“**Excess Work**”). Whenever Ms. Greene engages in Excess Work during the Transition Period, Ms. Greene shall: (i) pause the use of Accrued Leave; (ii) account for her time worked as Excess Work on a bi-weekly basis; and (iii) submit a time sheet to the Director of Finance on a bi-weekly basis to account for the amount of Accrued Leave used and Excess Work performed for that bi-weekly time period; provided, however, that in all events Excess Work must be less than 22.5 hours in any given week. Any hours worked as Excess Work shall be paid at Ms. Greene’s hourly rate as set forth in her Employment Agreement (\$128.79/hour) and shall be paid on a bi-weekly basis on the date of the City’s regular payroll dates for the immediately preceding time period for which a time card was submitted. At no time shall Ms. Greene be compensated for both Excess Work and Accrued Leave for the same hours. For example, assuming a 40-hour work week, if Ms. Greene works 10 hours of Excess Work, she shall be compensated at her hourly rate for 10 hours of time for Excess Work and 30 hours of time for Accrued Leave; for the avoidance of doubt, Ms. Greene shall not be paid 10

hours of Excess Work and 40 hours of time for Accrued Leave. Further, in accordance with Section [2.2](#), no additional leave shall accrue nor any hours become Accrued Leave during the Transition Period, irrespective of whether such Excess Work is performed.

2.2.3 Notwithstanding any other provisions of this Agreement, if the total amount of hours worked as Excess Work exceeds 270 hours total, either Party may determine and cause to automatically terminate the Transition Period, by providing two weeks' Notice in accordance with the requirements of Section [8](#) of this Agreement. In such event, the Separation Date shall be two weeks from the date the Notice is deemed given, or such other later date as specified in the Notice, and shall require a payout of all remaining Accrued Leave on such Separation Date.

2.3 It is agreed that the City and Ms. Greene have each taken all necessary steps to concluding Ms. Greene's employment as City Manager. Except as to benefits already conferred under the Employment Agreement, including benefits that have already accrued and/or vested, the Parties agree that any and all contractual obligations set forth in the Employment Agreement relating to salary, compensation, and benefits shall continue to accrue until the City Manager Conclusion Date, as set forth in Section [3.1](#), below, except that the severance provision of the Employment Agreement is not being exercised, and is hereby superseded, by this Agreement; that such contractual obligations set forth in the Employment Agreement relating to salary shall continue to accrue until the Separation Date, as set forth in Section [3.2](#), below; and that the Employment Agreement is otherwise extinguished and superseded by the terms of this Agreement. . This Agreement shall survive the Separation Date.

2.4 On or before the Separation Date, Ms. Greene shall return to the City all City-issued property in her possession or control, including but not limited to computer equipment, credit cards, entry cards, keys, identification badges, and computer data. Return of all such City property is an express condition precedent to Ms. Greene's eligibility to receive the payment in Section [3.3](#), below.

3 Compensation, Benefits, and Other Consideration.

3.1 At all times prior to the City Manager Conclusion Date, Ms. Greene shall continue to perform her work functions as required of the City Manager, and shall receive and accrue all compensation and benefits, as set forth in her Employment Agreement.

3.2 During the Transition Period, Ms. Greene shall continue to remain on the City payroll and shall receive her salary in accordance with the terms of her Employment Agreement while she takes her outstanding Accrued Leave until the Separation Date, but all other benefits which are due to Ms. Greene under her Employment Agreement (*e.g.*, City 457 contribution, auto allowance, phone allowance, and medical allowance) shall not be paid. Notwithstanding the foregoing, Ms. Greene shall be entitled to remain enrolled in the City's medical, dental, and/or vision insurance programs during the Transition Period, for which she shall be responsible for payment through bi-weekly payroll deductions.

3.3 On the Separation Date, the City shall pay to Ms. Greene all unpaid wages earned up to the Separation Date, as well as the value of any leave balances required to be paid out at

separation pursuant to the Employment Agreement; provided, however, that no Accrued Leave (to the extent such type of leave can be cashed out) shall be paid out due to its exhaustion during the Transition Period, except to the extent (a) sick leave is converted to vacation leave in accordance with the City's Personnel Rules and not otherwise used in the Transition Period, and/or (b) the Transition Period is terminated in accordance with Section [2.2.3](#) and any Accrued Leave remains on the Separation Date. All payments to be provided under this Agreement following the Separation Date shall be made payable to "Michelle Greene" and delivered by overnight mail to her, at the address set forth in Section [8](#) of the Agreement, with tracking information provided to her via email when the transmission is initiated. (Such address shall be redacted as confidential for purposes of disclosure of this Agreement as a public record.)

3.4 To the extent permitted by law and Ms. Greene is actively enrolled in the City's medical, dental, and/or vision insurance programs prior to her Separation Date, City shall extend to Ms. Greene the right to access medical, dental, and vision insurance for up to eighteen (18) months, for each program for which she is respectively enrolled, commencing on the Separation Date for medical, dental, and vision insurance premiums, as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), at her own expense.

3.5 Ms. Greene waives any additional benefits that may be afforded city managers under the California Joint Powers Insurance Authority Memorandum of Liability Coverage related to her employment with the City of Goleta.

3.6 Other than as set forth in this Agreement, Ms. Greene shall be entitled to no further compensation or benefits of any kind or nature whatsoever from the City on or after the Separation Date related to her employment as City Manager.

4 **Release of All Claims.**

4.1 In consideration of the mutual promises and undertakings herein described, Ms. Greene, on behalf of herself and her heirs, successors, and assigns, hereby warrants and represents that she has not filed any complaint, grievance, claim or action of any kind with any state, federal or local agency, board, arbitrator or court, including all claims for attorneys' fees, costs and expenses ("**Claims**") against the City or any individual who is or has been a City officer, Councilmember, representative, agent, or employee (collectively, the "**Released Parties**"), and further hereby agrees to release, waive, acquit, and forever discharge to the maximum extent permitted by law any Claims against the Released Parties, including but not limited to Claims based on common law, the state or federal Constitution, state or federal statutes, all contract and tort claims (such as wrongful termination, constructive discharge, breach of contract, breach of the covenant of good faith and fair dealing, fraud, defamation, libel, invasion of privacy, and intentional or negligent infliction of emotional distress), and any state or federal policy, that Ms. Greene ever had or may have or assert, whether now known or unknown, occurring on or before the date of Ms. Greene's execution of this Agreement. Collectively, all claims released under this Agreement are referred to as the "**Released Claims**"; provided, however, that the Released Claims shall further not include (a) those arising from or relating to Ms. Greene's retirement and health benefits accrued and/or vested through her employment with the City, or (b) the City's performance of any obligations under this Agreement.

The release contained in this Agreement is a complete and general release that will forever bar Ms. Greene from pursuing the Released Claims against any Released Party.

4.2 Ms. Greene knowingly, voluntarily and expressly waives any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California Civil Code (“Section 1542”), or by the statutes or common law of any jurisdiction which have substantially the same effect as the provisions of Section 1542, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Ms. Greene acknowledges that she has consulted with, or had the opportunity to consult with, an attorney concerning the waiver of any and all rights and benefits conferred by Section 1542, and that Ms. Greene intends to give Ms. Greene’s waiver of such rights and benefits the broadest possible scope and interpretation permitted under the law.

 Ms. Greene’s Initials

4.3 For the avoidance of doubt, this Agreement does not prevent Ms. Greene from responding as required by law to any court order, subpoena, or government investigation or providing other disclosures as required by law in any action against the Released Parties; testifying under oath before a state or federal grand jury or in a court of law; or otherwise participating in any federal, state or local law enforcement or City investigation. Further, the Released Claims shall not include, nor be construed as a waiver of, Ms. Greene’s rights to a defense or indemnity by the City for the performance of her duties as a City employee, including without limitation as such rights are provided under Government Code sections 825 and 995.

4.4 The Released Claims includes any Claims that Ms. Greene may make under the Age Discrimination in Employment Act of 1967 (“ADEA”). The ADEA makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”), 29 USC. §§ 626, et. seq. further augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Ms. Greene acknowledges that she is knowingly and voluntarily, for just compensation in addition to anything of value to which Ms. Greene was already entitled, waiving and releasing any rights she may have under the ADEA and/or OWBPA. Ms. Greene further acknowledges that she has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

4.4.1 This waiver/release is written in a manner understood by Ms. Greene.

4.4.2 Ms. Greene is aware of and has been advised of her rights under the ADEA and OWBPA, and of the legal significance of her waiver of any possible claims she currently may have under the ADEA, OWBPA, or similar age discrimination laws.

4.4.3 Ms. Greene is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this Agreement, and the waiver and release of any rights she may have under the ADEA, the OWBPA, or similar age discrimination laws, but she may, in the exercise of her own discretion, sign or reject this Agreement at any time before the expiration of the twenty-one (21) days.

4.4.4 The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the date this Agreement takes effect.

4.4.5 Ms. Greene is hereby advised that she should consult with an attorney prior to executing this Agreement and acknowledges that she has had the opportunity to consult with an attorney prior to executing this Agreement.

4.4.6 Ms. Greene has seven (7) days following her execution of this Agreement to revoke the Agreement by submitting a written revocation addressed to and received by Megan Garibaldi, counsel for the City of Goleta, at megan.garibaldi@bbklaw.com.

4.4.7 This Agreement shall not be effective until the Effective Date, which is the day after the expiration of the seven (7) day revocation period set forth in the preceding paragraph or the day all parties have signed the Agreement, whichever day is later.

5 **Third Party Inquiries/Employment Verification**. The Parties agree to direct employment verifications, third-party inquiries or other reference checks regarding Ms. Greene's City employment to the City's Assistant City Manager. Other than dates of employment, title, and salary, employment information about Ms. Greene (including, but not limited to this Agreement) will be released by City only (a) with Ms. Greene's written consent, (b) to refute or defend a claim or allegation by or on behalf of Ms. Greene, or (c) as otherwise required by law. The City reserves the right to respond to official inquiries by employment-related or tax-related government agencies (*e.g.* the California Economic Development Department or Internal Revenue Service) regarding Ms. Greene's employment. However, other than providing accurate responses to request for information from EDD, City agrees it will not contest an application for unemployment insurance benefits by Ms. Greene.

6 **Non-Disparagement; Joint Press Release(s)**.

6.1 The Parties, including as to the City, its current elected officials, agree that they each will not make any written or verbal statements, to any party, that are disparaging about the other, that this Section [6.1](#) of the Agreement is a material provision of this Agreement, and that any breach of these provisions shall be a material breach, and that each Party would be irreparably harmed by violation of these provisions. Nothing herein is intended to nor shall prevent either party from complying with any valid civil or criminal subpoena, testifying under oath before a state or federal

grand jury or in a court of law, or participating in any federal, state or local law enforcement or City investigation. Further, nothing in this provision shall prevent either party from referring to or re-publishing the official findings by state or federal court or public agency.

6.2 To the extent any further press release(s) relating to Ms. Greene’s retirement or this Agreement are deemed necessary by a Party, the Parties agree to issue such press releases jointly, subject to approval by each Party.

7 **No Right to Re-Employment.** Ms. Greene agrees and recognizes that the employment relationship with the City is being severed under the terms of this Agreement. Ms. Greene further agrees and recognizes that (a) City has no obligation to reinstate, rehire, re-employ, recall or hire Ms. Greene as an employee or consultant in the future, and (b) City is entitled to reject without cause any application for employment or consulting services made by Ms. Greene.

8 **Notice.** Any notices or other communications to be given to either Party pursuant to this Agreement shall be in writing and delivered, each with a copy delivered by email, (a) personally, with noticed deemed given on the date of personal service; (b) by traceable overnight delivery service (e.g. FedEx or equivalent), with notice deemed given on the date of overnight delivery; or (c) by U.S. Mail, postage prepaid, with notice deemed given three (3) business days after deposit with the U.S. Mail service. Notice shall be addressed to the Party at the address set forth below.

CITY CITY OF GOLETA
130 Cremona Drive, Suite B
Goleta, California 93117
ATTENTION: City Clerk
Email: dlopez@cityofgoleta.org

WITH A HARD COPY TO: City Attorney’s Office (same address)
And email copy to: megan.garibaldi@bbklaw.com

MICHELLE GREENE MICHELLE GREENE
1049 Upper Cold River Road
Shrewsbury, VT
05738

9 **Attorney’s Fees and Costs.** The Parties acknowledge and agree that they each will be solely responsible for their own attorney’s fees and costs, if any, in reaching this Agreement.

10 **Representations and Warranties.** Ms. Greene acknowledges, agrees, represents, and warrants as follows: (a) that she has read this Agreement carefully, fully understands its terms, nature, and effect and is executing the Agreement freely, knowingly, and voluntarily and is willing, able, and competent to so sign; (b) that she suffered no unreported workplace injuries during her employment with the City; and (c) that she is the sole and lawful owner of all right, title, and interest in and to every Claim, right and other matter which she releases herein, and that she has not otherwise heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any Claims or other matters herein released.

11 **Miscellaneous.**

11.1 The Parties acknowledge and represent that in executing this Agreement, they do not rely upon and have not relied upon any representation or statement made by each other or any of their employees, agents or attorneys with regard to the subject matter of this Agreement, or its basis or effect, except as specifically set forth in this Agreement.

11.2 Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be wholly or partially illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions of this Agreement will not be affected thereby. Such an illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Agreement.

11.3 The interpretation of the provisions of this Agreement will be governed by the laws of California, and any legal action filed to interpret or enforce it shall be venued in Santa Barbara County Superior Court. This Agreement will be construed as though jointly prepared by the Parties. Any uncertainty or ambiguity may not be interpreted for or against any one Party. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11.4 This negotiated document sets forth the entire agreement between the Parties regarding resolution of the matters described herein, and supersedes all prior agreements, representations, and understandings of the Parties, as set forth herein. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all Parties.

11.5 The Parties hereby state and represent that they each have read the foregoing Agreement in its entirety, and that they accept and agree to the provisions contained therein, and hereby execute it voluntarily, and with full understanding of the consequences.

11.6 This Agreement is intended to be and is enforceable pursuant California Code of Civil Procedure Section 664.6. The Parties further expressly waive application of Code of Civil Procedure section 425.16(c) in any action brought for the enforcement of the Agreement. The Parties stipulate and agree that a court may retain or obtain jurisdiction to enforce the terms of this Agreement and may, upon motion, enter judgment upon the terms of this written Agreement. This Agreement shall be admissible in evidence pursuant to Evidence Code Section 1123.

11.7 This Agreement may be executed in counterparts, each of which shall be deemed an original. Additionally, the Parties understand and agree that electronically transmitted signature shall be deemed an original signature for purposes of this Agreement.

{Remainder of page intentionally blank; signatures to follow}

IN WITNESS WHEREOF, the undersigned agree to all the terms and conditions of this Separation Agreement for Retirement Purposes as of the date first set forth above.

Dated: 5/31/2022

Michelle Greene

DocuSigned by:
Michelle Greene
DE7CE468308944A...
Michelle Greene

Dated: 5/29/2022

City of Goleta

DocuSigned by:
Paula Perotte
FBB88E66C7C0437...
Paula Perotte, Mayor

ATTEST:

DocuSigned by:
Deborah Lopez
A3E09F3473CA47E...
Deborah Lopez, City Clerk

APPROVED AS TO FORM

BEST BEST & KRIEGER, LLP

Date 5/25/2022

DocuSigned by:
Megan R. Garibaldi
5E1B3B29ABE0406...
MEGAN R. GARIBALDI
City Attorney

ATTACHMENT 3

A Resolution of the City Council of the City of Goleta, California, Amending the City of Goleta Schedule of Authorized Positions and the City of Goleta Salary Schedule and Classification Plan for Fiscal Year 2022/23, to adjust the City Manager salary and to include the new position of Manager Emeritus.

RESOLUTION NO. 22-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLETA, CALIFORNIA, AMENDING THE CITY OF GOLETA SCHEDULE OF AUTHORIZED POSITIONS AND THE CITY OF GOLETA SALARY SCHEDULE AND CLASSIFICATION PLAN FOR FY 2022/23, TO ADJUST THE CITY MANAGER SALARY AND TO INCLUDE THE NEW POSITION OF MANAGER EMERITUS EFFECTIVE SEPTEMBER 1, 2022.

WHEREAS, the Section 2.1 of the City of Goleta Personnel Rules specifies that the Personnel Officer shall recommend and maintain a classification/compensation plan for all positions in the City service; and

WHEREAS, on June 15, 2021, the City Council adopted the Personnel Officer's recommended authorized positions and appropriations for the City of Goleta Operating and CIP Budget for Fiscal Year 2021/22 and Fiscal Year 2022/23, which included a schedule of authorized positions, personnel classifications, and compensation ranges; and

WHEREAS, on June 21, 2022, the City Council adopted the Personnel Officer's most recent recommended authorized positions and appropriations for the City of Goleta Operating and CIP Budget for Fiscal Year 2021/22 and Fiscal Year 2022/23; and

WHEREAS, the City Council wishes to further amend the City of Goleta Schedule of Authorized Positions and the City of Goleta Salary Schedule and Classification Plan for Fiscal Year 2021/22 and 2022/23 to reflect certain organizational changes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLETA AS FOLLOWS:

SECTION 1.

The City of Goleta Salary Schedule and Classification Plan included herein as Exhibit A for Fiscal Year 2022/23 is amended to adjust the City Manager salary and to include the new position of "Manager Emeritus" and is hereby approved and adopted to supersede any prior Salary Schedule and Classification Plan effective September 1, 2022.

SECTION 2.

The City of Goleta Schedule of Authorized Positions for Fiscal Year 2022/23 included herein as Exhibit B is amended to add the new position of "Manager Emeritus" and is hereby approved and adopted to supersede any prior schedule of authorized positions effective September 1, 2022.

SECTION 3.

The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this XX day of ____ 2022.

PAULA PEROTTE, MAYOR

ATTEST:

APPROVED AS TO FORM:

DEBORAH S. LOPEZ
CITY CLERK

MEGAN GARIBALDI
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA)
CITY OF GOLETA) ss.

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, DO HEREBY CERTIFY that the foregoing Resolution No. 22-___ was duly adopted by the City Council of the City of Goleta at a regular meeting held on the 19th day of July 2022, by the following roll call vote of the City Council:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

(SEAL)

DEBORAH S. LOPEZ
CITY CLERK

**CITY OF GOLETA, CALIFORNIA
SALARY SCHEDULE FY 2022-23**

CLASSIFICATION TITLE	GRADE NO.	CATEGORY B.U. / FLSA	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
City Hall Receptionist	100	G / NE	HOURLY	20.53	21.55	22.63	23.76	24.95	26.20
			BI-WEEKLY	1,642	1,724	1,810	1,901	1,996	2,096
			MONTHLY	3,558	3,736	3,923	4,119	4,325	4,541
			ANNUAL	42,696	44,831	47,073	49,426	51,898	54,492
Maintenance Worker I Records Technician/Recording Clerk Library Assistant I	101	G / NE	HOURLY	21.76	22.85	23.99	25.19	26.45	27.77
			BI-WEEKLY	1,741	1,828	1,919	2,015	2,116	2,222
			MONTHLY	3,772	3,960	4,158	4,366	4,584	4,813
			ANNUAL	45,258	47,521	49,897	52,392	55,011	57,762
Maintenance Worker II Office Specialist Library Assistant II	102	G / NE	HOURLY	23.28	24.45	25.67	26.95	28.30	29.71
			BI-WEEKLY	1,863	1,956	2,053	2,156	2,264	2,377
			MONTHLY	4,036	4,237	4,449	4,672	4,905	5,150
			ANNUAL	48,426	50,847	53,390	56,059	58,862	61,805
Senior Office Specialist Library Technician	103	G / NE	HOURLY	24.91	26.16	27.46	28.84	30.28	31.79
			BI-WEEKLY	1,993	2,093	2,197	2,307	2,422	2,544
			MONTHLY	4,318	4,534	4,761	4,999	5,249	5,511
			ANNUAL	51,816	54,407	57,127	59,983	62,983	66,132
Accounting Specialist Permit Technician Senior Library Technician Facilities Maintenance Technician	104	G / NE	HOURLY	26.90	28.25	29.66	31.15	32.70	34.34
			BI-WEEKLY	2,152	2,260	2,373	2,492	2,616	2,747
		G / E	MONTHLY	4,663	4,897	5,141	5,399	5,668	5,952
			ANNUAL	55,961	58,759	61,697	64,782	68,021	71,422
Administrative Assistant Lead Maintenance Worker Public Affairs Assistant Librarian I Assistant Engineering Technician	105	G(*) / NE	HOURLY	29.06	30.51	32.04	33.64	35.32	37.08
			BI-WEEKLY	2,325	2,441	2,563	2,691	2,825	2,967
			MONTHLY	5,037	5,288	5,553	5,830	6,122	6,428
		M / NE	ANNUAL	60,438	63,460	66,633	69,965	73,463	77,136
		G / NE							
Public Works Supervisor Librarian II Associate Engineering Technician	106	M / NE	HOURLY	31.38	32.95	34.60	36.33	38.14	40.05
			BI-WEEKLY	2,511	2,636	2,768	2,906	3,052	3,204
			MONTHLY	5,439	5,711	5,997	6,297	6,612	6,942
			ANNUAL	65,273	68,537	71,964	75,562	79,340	83,307
Assistant Planner Legal Office Assistant Management Assistant Senior Engineering Technician Public Records Specialist	107	G / NE	HOURLY	33.89	35.59	37.37	39.23	41.20	43.26
			BI-WEEKLY	2,711	2,847	2,989	3,139	3,296	3,460
		G(*) / NE	MONTHLY	5,875	6,168	6,477	6,801	7,141	7,498
			ANNUAL	70,495	74,020	77,721	81,607	85,687	89,971
		G(*) / NE							
Accountant Budget Analyst Code Compliance Officer Deputy City Clerk Executive Assistant Public Works Inspector	108	G(*) / NE	HOURLY	36.60	38.43	40.35	42.37	44.49	46.72
			BI-WEEKLY	2,928	3,075	3,228	3,390	3,559	3,737
			MONTHLY	6,345	6,662	6,995	7,345	7,712	8,097
		M / E	ANNUAL	76,135	79,941	83,938	88,135	92,542	97,169
		C / E							
Assistant Engineer* Emergency Services Coordinator Human Resources Analyst Human Resources Analyst/DEI Officer Management Analyst Environmental Services Specialist Recreation Supervisor	109	G / NE	HOURLY	39.53	41.51	43.58	45.76	48.05	50.45
			BI-WEEKLY	3,163	3,321	3,487	3,661	3,844	4,036
			MONTHLY	6,852	7,195	7,554	7,932	8,329	8,745
		C / E	ANNUAL	82,225	86,337	90,653	95,186	99,945	104,943
		M(*) / E							
Associate Planner Senior Legal Analyst	110	G / NE	HOURLY	42.69	44.83	47.07	49.42	51.89	54.49
			BI-WEEKLY	3,416	3,586	3,766	3,954	4,152	4,359
			MONTHLY	7,400	7,770	8,159	8,567	8,995	9,445
			ANNUAL	88,803	93,244	97,906	102,801	107,941	113,338
Associate Engineer** Supervising Librarian Accounting Supervisor	111	G / NE	HOURLY	46.11	48.41	50.84	53.38	56.05	58.85
			BI-WEEKLY	3,689	3,873	4,067	4,270	4,484	4,708
			MONTHLY	7,992	8,392	8,812	9,252	9,715	10,200
			ANNUAL	95,908	100,703	105,738	111,025	116,576	122,405
Senior Management Analyst Project Manager Homelessness Services Coordinator Senior Planner Sustainability Coordinator Senior Housing Analyst	112	M / E	HOURLY	49.80	52.29	54.90	57.65	60.53	63.56
			BI-WEEKLY	3,984	4,183	4,392	4,612	4,842	5,085
			MONTHLY	8,632	9,063	9,516	9,992	10,492	11,016
			ANNUAL	103,580	108,759	114,197	119,907	125,902	132,198
		M / E							

**CITY OF GOLETA, CALIFORNIA
SALARY SCHEDULE FY 2022-23**

<u>Category or Bargaining Unit</u>	<u>Fair Labor Standards Act Classification</u>
C = Confidential	NE = Non Exempt from overtime
G = General Unit	E = Exempt from overtime
M = Miscellaneous Unit	
M/M = Mid-Management	
M/C = Conf. Management	
E = Executive Management	
* May be confidential, depending on assignment	

CLASSIFICATION TITLE	GRADE NO.	CATEGORY B.U./FLSA		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Accounting Manager	113	M/C / E	HOURLY	54.28	56.99	59.84	62.84	65.98	69.28
Community Relations Manager		M/C / E	BI-WEEKLY	4,342	4,560	4,787	5,027	5,278	5,542
Economic Development Coord.		M / E	MONTHLY	9,409	9,879	10,373	10,892	11,436	12,008
HR / Risk Manager		M/C / E	ANNUAL	112,902	118,548	124,475	130,699	137,234	144,095
Library Services Manager		M/M / E							
Assistant to the City Manager		M/C / E							
Senior Engineer		M / E							
Sustainability Manager		M/M / E							
Deputy City Attorney	114	C / E	HOURLY	59.17	62.12	65.23	68.49	71.92	75.51
Supervising Senior Planner		M / E	BI-WEEKLY	4,733	4,970	5,218	5,479	5,753	6,041
Parks and Recreation Manager		M/M / E	MONTHLY	10,255	10,768	11,306	11,872	12,465	13,089
Environmental Services Manager			ANNUAL	123,064	129,217	135,678	142,462	149,585	157,064
City Clerk	115	E - E	HOURLY	64.49	67.71	71.10	74.66	78.39	82.31
Planning Manager		M/M / E	BI-WEEKLY	5,159	5,417	5,688	5,972	6,271	6,585
Principal Civil Engineer		M/M / E	MONTHLY	11,178	11,737	12,324	12,940	13,587	14,267
Public Works Manager		M/M / E	ANNUAL	134,139	140,846	147,889	155,283	163,047	171,200
Senior Project Engineer - grandfathered class		M - E							
Principal Project Manager		M/M / E							
Parks and Open Space Manager		M/M / E							
Assistant Public Works Director	116	M/M / E	HOURLY	70.29	73.81	77.50	81.37	85.44	89.72
Library Director (Asst. Neighborhood Services Director)		M/M / E	BI-WEEKLY	5,624	5,905	6,200	6,510	6,835	7,177
			MONTHLY	12,184	12,794	13,433	14,105	14,810	15,551
			ANNUAL	146,212	153,523	161,199	169,259	177,722	186,608
Assistant City Attorney	117	E / E	HOURLY	76.62	80.45	84.47	88.70	93.13	97.79
Finance Director		E / E	BI-WEEKLY	6,130	6,436	6,758	7,096	7,451	7,823
Neighborhood Services Director		E / E	MONTHLY	13,281	13,945	14,642	15,374	16,143	16,950
General Services Director		E / E	ANNUAL	159,371	167,340	175,707	184,492	193,716	203,402
Public Works Director***	118	E / E	HOURLY	83.52	87.69	92.08	96.68	101.51	106.59
Planning & Environmental Review Director ¹		E / E	BI-WEEKLY	6,681	7,015	7,366	7,734	8,121	8,527
			MONTHLY	14,476	15,200	15,960	16,758	17,596	18,476
			ANNUAL	173,714	182,400	191,520	201,096	211,151	221,709
Assistant City Manager	119	E / E	HOURLY	87.69	92.08	96.68	101.51	106.59	111.92
			BI-WEEKLY	7,015	7,366	7,734	8,121	8,527	8,954
			MONTHLY	15,200	15,960	16,758	17,596	18,476	19,399
			ANNUAL	182,400	191,520	201,096	211,151	221,709	232,794
City Manager			ANNUAL	291,000	(eff. 9/1/22)				
Manager Emeritus			HOURLY	128.79	(eff. 9/1/22)				

¹Title Under Review
 *If certified as an Engineer-in-Training (EIT) in the State of California, this position will receive a 5% pay differential at each step.
 **If registered as Civil Engineer in the State of California, this position will receive a 5% pay differential at each step.
 ***If also serving as City Engineer, this position will receive a 5% pay differential at each step.

<u>Category</u>	<u>Fair Labor Standards Act Classification</u>
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M = Miscellaneous Unit	
M/M = Mid-Management	
M/C = Conf. Management	
E = Executive Management	
* May be confidential, depending on assignment	



**SCHEDULE OF AUTHORIZED POSITIONS
FISCAL YEAR 2021/22 AND 2022/23**

Department/Positions	FY 22/23 Adopted June 21, 2022	Program Reallocation	Reclass	Additions/ Deletions	FY 22/23 Proposed Sept 1, 2022
General Government:					
City Manager					
City Manager	1.00				1.00
Manager Emeritus	-			1.00	1.00
Assistant City Manager	1.00				1.00
Deputy City Manager	-				-
Assistant to the City Manager	1.00				1.00
Human Resources Risk Manager	-				-
Management Analyst	1.00				1.00
Human Resources Analyst	-				-
Human Resources Analyst/DEI Officer	-				-
Executive Assistant	1.00				1.00
Management Assistant	-				-
Office Specialist	0.90				0.90
City Hall Receptionist	-				-
Total City Manager	5.90	-	-	1.00	6.90
City Clerk					
City Clerk	1.00				1.00
Deputy City Clerk	2.00				2.00
Public Records Specialist	1.00				1.00
Records Technician/Recording Clerk	-				-
Total City Clerk	4.00	-	-	-	4.00
City Attorney					
City Attorney	-				-
Assistant City Attorney	1.00				1.00
Deputy City Attorney	-				-
Sr. Legal Analyst	-				-
Management Assistant	1.00				1.00
Total City Attorney	2.00	-	-	-	2.00
Community Relations					
Community Relations Manager	1.00				1.00
Management Assistant	1.75				1.75
Administrative Assistant	-				-
Total Community Relations	2.75	-	-	-	2.75
Human Resources/Risk Management					
Human Resources Risk Manager	1.00				1.00
Human Resources Analyst	1.00				1.00
Human Resources Analyst/DEI Officer	1.00				1.00
Management Assistant	-				-
Total Human Resources/Risk Management	3.00	-	-	-	3.00
Total General Government	17.65	-	-	1.00	18.65
General Services:					
General Services Administration					
General Services Director	1.00				1.00
Senior Management Analyst	1.00				1.00
Management Assistant	1.00				1.00
Total General Services Administration	3.00	-	-	-	3.00
City Facilities and Fleet Management					
Facilities Maintenance Technician	1.00				1.00
Total City Facilities Management	1.00	-	-	-	1.00
Information and Communications					
Management Analyst	1.00				1.00
Total Information and Communications	1.00	-	-	-	1.00
Total General Services	5.00	-	-	-	5.00
Finance:					
Finance Administration					
Finance Director	1.00				1.00
Accounting Manager	1.00				1.00
Accounting Supervisor	1.00				1.00
Accountant	2.00				2.00
Budget Analyst	1.00				1.00
Management Assistant	1.00				1.00
Accounting Specialist	4.00				4.00
Senior Office Specialist	1.00				1.00
Total Finance	12.00	-	-	-	12.00



**SCHEDULE OF AUTHORIZED POSITIONS
FISCAL YEAR 2021/22 AND 2022/23**

Department/Positions	FY 22/23 Adopted June 21, 2022	Program Reallocation	Reclass	Additions/ Deletions	FY 22/23 Proposed Sept 1, 2022
Planning Environmental Review					
Current Planning					
Planning Director	-				-
Planning Manager	1.00				1.00
Supervising Senior Planner	2.00				2.00
Senior Planner	1.00				1.00
Associate Planner	3.00				3.00
Management Analyst	-				-
Code Compliance Officer	2.00				2.00
Assistant Planner	-				-
Management Assistant	-				-
Permit Technician	1.00				1.00
Office Specialist	0.50				0.50
Total Current Planning	10.50	-	-	-	10.50
Advance Planning					
Planning Manager	1.00				1.00
Senior Planner	2.00				2.00
Total Advance Planning	3.00	-	-	-	3.00
Sustainability Program					
Sustainability Manager	1.00				1.00
Sustainability Coordinator	-				-
Management Assistant	1.00				1.00
Total Sustainability Program	2.00	-	-	-	2.00
Housing Program					
Senior Housing Analyst	1.00				1.00
Total Housing Program	1.00	-	-	-	1.00
Administration					
Planning Director	1.00				1.00
Management Assistant	1.00				1.00
Total Administration	2.00	-	-	-	2.00
Total Planning Environmental Review	18.50	-	-	-	18.50
Public Works:					
Administration					
Public Works Director	1.00				1.00
Assistant Public Works Director	1.00				1.00
Senior Management Analyst	1.00				1.00
Management Analyst	1.00				1.00
Management Assistant	1.00				1.00
Administrative Assistant	-				-
Senior Office Specialist	-				-
Total Administration	5.00	-	-	-	5.00
Engineering					
Principal Civil Engineer	1.00				1.00
Traffic Engineer	-				-
Assistant Engineer	1.00				1.00
Public Works Inspector	1.00				1.00
Senior Engineering Technician	1.00				1.00
Total Engineering	4.00	-	-	-	4.00
Parks & Open Spaces					
Parks & Open Spaces Manager	1.00				1.00
Management Assistant	-				-
Public Works Supervisor	1.00				1.00
Environmental Services Specialist	1.00				1.00
Lead Maintenance Worker	-				-
Administrative Assistant	1.00				1.00
Maintenance Worker II	1.00				1.00
Maintenance Worker I	3.00				3.00
Total Parks & Open Spaces	8.00	-	-	-	8.00



**SCHEDULE OF AUTHORIZED POSITIONS
FISCAL YEAR 2021/22 AND 2022/23**

Department/Positions	FY 22/23 Adopted June 21, 2022	Program Reallocation	Reclass	Additions/ Deletions	FY 22/23 Proposed Sept 1, 2022
Capital Improvement					
Assistant Public Works Director	-				-
Principal Civil Engineer	2.00				2.00
CIP Manager	-				-
Senior Project Engineer	1.00				1.00
Senior Engineer	1.00				1.00
Senior Management Analyst	-				-
Management Analyst	-				-
Assistant Engineer	2.00				2.00
Senior Office Specialist	1.00				1.00
Total Capital Improvement	7.00	-	-	-	7.00
Street Lighting					
Principal Civil Engineer	1.00				1.00
Assistant Engineer	1.00				1.00
Total Street Lighting	2.00	-	-	-	2.00
Street Maintenance					
Public Works Manager	1.00				1.00
Public Works Supervisor	1.00				1.00
Senior Office Specialist	-				-
Lead Maintenance Worker	-				-
Administrative Assistant	1.00				1.00
Maintenance Worker II (1 Underfilling)	3.00				3.00
Maintenance Worker I	1.00				1.00
Total Street Maintenance	7.00	-	-	-	7.00
Solid Waste & Environmental Services					
Environmental Services Manager	1.00				1.00
Environmental Services Coordinator	-				-
Environmental Services Specialist	1.00				1.00
Administrative Assistant	1.00				1.00
Assistant Engineer	-				-
Total Solid Waste & Environmental Services	3.00	-	-	-	3.00
Total Public Works	36.00	-	-	-	36.00
Neighborhood Services:					
Neighborhood Services					
Neighborhood Services Director	1.00				1.00
Senior Project Manager	-				-
Emergency Services Coordinator	1.00				1.00
Management Analyst	1.00				1.00
Management Assistant (1 Full-Time, 1 Part-Time)	1.50				1.50
Total Neighborhood Services	4.50	-	-	-	4.50
Homelessness					
Homelessness Outreach Coordinator	1.00				1.00
Total Homelessness	1.00	-	-	-	1.00
Economic Development					
Principal Project Manager	-				-
Senior Project Manager	-				-
Economic Development Coordinator	-				-
Total Economic Development	-	-	-	-	-
Parks & Recreation					
Parks & Recreation Manager	1.00				1.00
Total Parks & Recreation	1.00	-	-	-	1.00
Community Center					
Recreation Supervisor	1.00				1.00
Maintenance Worker I	1.00				1.00
Administrative Assistant	1.00				1.00
Total Community Center	3.00	-	-	-	3.00



**SCHEDULE OF AUTHORIZED POSITIONS
FISCAL YEAR 2021/22 AND 2022/23**

Department/Positions	FY 22/23 Adopted June 21, 2022	Program Reallocation	Reclass	Additions/ Deletions	FY 22/23 Proposed Sept 1, 2022
Library - Goleta					
Library Director	-				-
Library Director (Assistant Neighborhood Services Director)	1.00				1.00
Supervising Librarian	1.00				1.00
Management Assistant	1.00				1.00
Librarian II/Children's Librarian	1.00				1.00
Library Technician (1 Full-Time, 5 Part-Time)	2.88				2.88
Library Assistant I (3 Full-Time, 4 Part-Time, 2 Part-Time Limited)	5.25				5.25
Total Library - Goleta	12.13	-	-	-	12.13
Library - Buellton					
Senior Library Technician	1.00				1.00
Library Technician (2 Part-Time)	0.75				0.75
Library Assistant I (2 Part-Time)	0.75				0.75
Total Library - Buellton	2.50	-	-	-	2.50
Library - Solvang					
Senior Library Technician	1.00				1.00
Library Technician (4 Part-Time)	1.50				1.50
Total Library - Solvang	2.50	-	-	-	2.50
Total Neighborhood Services	26.63	-	-	-	26.63
Grand Total:	115.775	-	-	1.000	116.775



**SCHEDULE OF AUTHORIZED POSITIONS
FISCAL YEAR 2021/22 AND 2022/23**

Department/Positions	FY 22/23 Adopted June 21, 2022	Program Reallocation	Reclass	Additions/ Deletions	FY 22/23 Proposed Sept 1, 2022
<i>*Schedule of Proposed Authorized Positions has been summarized to reflect positions in the Departments/Programs by majority of time : On the next page is a detailed schedule of allocations of how positions are budgeted based on time spent</i>					
<i>*Positions are allocated by budgeted time spent in programs and department:</i>					
General Government:					
City Manager					
City Manager	1.00				1.00
Manager Emeritus	-			1.00	1.00
Assistant City Manager	1.00				1.00
Deputy City Manager	-				-
Assistant to the City Manager	1.00				1.00
Human Resources Risk Manager	-				-
Management Analyst	1.00				1.00
Human Resources Analyst	-				-
Human Resources Analyst/DEI Officer	-				-
Executive Assistant	1.00				1.00
Management Assistant	0.25				0.25
Office Specialist	0.90				0.90
City Hall Receptionist	-				-
Total City Manager	6.15	-	-	1.00	7.15
City Clerk					
City Clerk	1.00				1.00
Deputy City Clerk	2.00				2.00
Public Records Specialist	1.00				1.00
Records Technician/Recording Clerk	-				-
Total City Clerk	4.00	-	-	-	4.00
City Attorney					
City Attorney	-				-
Assistant City Attorney	1.00				1.00
Deputy City Attorney	-				-
Sr. Legal Analyst	-				-
Management Assistant	0.50				0.50
Total City Attorney	1.50	-	-	-	1.50
Community Relations					
Community Relations Manager	1.00				1.00
Management Assistant	1.75				1.75
Administrative Assistant	-				-
Total Community Relations	2.75	-	-	-	2.75
Human Resources/Risk Management					
Human Resources Risk Manager	1.00				1.00
Human Resources Analyst	1.00				1.00
Human Resources Analyst/DEI Officer	1.00				1.00
Management Assistant	0.50				0.50
Total Human Resources/Risk Management	3.50	-	-	-	3.50
Total General Government	17.90	-	-	1.00	18.90
General Services:					
General Services Administration					
General Services Director	1.00				1.00
Senior Management Analyst	1.00				1.00
Management Analyst	0.50				0.50
Management Assistant	0.75				0.75
Total General Services Administration	3.25	-	-	-	3.25
City Facilities and Fleet Management					
Facilities Maintenance Technician	1.00				1.00
Total City Facilities Management	1.00	-	-	-	1.00
Information and Communications					
Management Analyst	0.50				0.50
Total Information and Communications	0.50	-	-	-	0.50
Total General Services	4.75	-	-	-	4.75



**SCHEDULE OF AUTHORIZED POSITIONS
FISCAL YEAR 2021/22 AND 2022/23**

Department/Positions	FY 22/23 Adopted June 21, 2022	Program Reallocation	Reclass	Additions/ Deletions	FY 22/23 Proposed Sept 1, 2022
Finance:					
Finance Administration					
Finance Director	1.00				1.00
Accounting Manager	1.00				1.00
Accounting Supervisor	1.00				1.00
Budget Analyst	1.00				1.00
Accountant	2.00				2.00
Management Assistant	1.00				1.00
Accounting Specialist	4.00				4.00
Senior Office Specialist	1.00				1.00
Total Finance	12.00	-	-	-	12.00
Planning Environmental Review:					
Current Planning					
Planning Director	-				-
Planning Manager	1.00				1.00
Supervising Senior Planner	2.00				2.00
Senior Planner	1.00				1.00
Associate Planner	3.00				3.00
Management Analyst	-				-
Code Compliance Officer	2.00				2.00
Assistant Planner	-				-
Management Assistant	-				-
Permit Technician	1.00				1.00
Office Specialist	0.50				0.50
Total Current Planning	10.50	-	-	-	10.50
Building & Safety					
Planning Director	-				-
Management Assistant	-				-
Total Building & Safety	-	-	-	-	-
Advance Planning					
Planning Director	-				-
Planning Manager	1.00				1.00
Senior Planner	2.00				2.00
Management Assistant	-				-
Total Advance Planning	3.00	-	-	-	3.00
Planning Commission & Design Review Board					
Planning Director	-				-
Management Assistant	-				-
Total Planning Commission & Design Review Board	-	-	-	-	-
Sustainability Program					
Sustainability Manager	1.00				1.00
Sustainability Coordinator	-				-
Management Assistant	1.00				1.00
Total Sustainability Program	2.00	-	-	-	2.00
Housing Program					
Senior Housing Analyst	1.00				1.00
Total Housing Program	1.00	-	-	-	1.00
Administration					
Planning Director	1.00				1.00
Management Assistant	1.00				1.00
Total Administration	2.00	-	-	-	2.00
Total Planning Environmental Review	18.50	-	-	-	18.50
Public Works:					
Administration					
Public Works Director	1.00				1.00
Assistant Public Works Director	0.50				0.50
Senior Management Analyst	0.50				0.50
Management Analyst	1.00				1.00
Management Assistant	1.00				1.00
Administrative Assistant	-				-
Senior Office Specialist	-				-
Total Administration	4.00	-	-	-	4.00



**SCHEDULE OF AUTHORIZED POSITIONS
FISCAL YEAR 2021/22 AND 2022/23**

Department/Positions	FY 22/23 Adopted June 21, 2022	Program Reallocation	Reclass	Additions/ Deletions	FY 22/23 Proposed Sept 1, 2022
Engineering					
Assistant Public Works Director	0.25				0.25
Principal Civil Engineer	1.00				1.00
Traffic Engineer	-				-
Management Analyst	-				-
Assistant Engineer	1.00				1.00
Public Works Inspector	1.00				1.00
Sr. Engineering Technician	1.00				1.00
Management Assistant	-				-
Administrative Assistant	-				-
Total Engineering	4.25	-	-	-	4.25
Facilities Maintenance					
Facilities Maintenance Technician	-				-
Total Facilities Maintenance	-	-	-	-	-
Parks & Open Spaces					
Public Works Manager	-				-
Parks & Open Spaces Manager	1.00				1.00
Public Works Supervisor	1.00				1.00
Environmental Services Specialist	1.00				1.00
Lead Maintenance Worker	-				-
Administrative Assistant	1.00				1.00
Senior Office Specialist	-				-
Maintenance Worker II	1.00				1.00
Maintenance Worker I	3.00				3.00
Total Parks & Open Spaces	8.00	-	-	-	8.00
Capital Improvement					
Public Works Director	-				-
Assistant Public Works Director	0.25				0.25
Principal Civil Engineer	2.00				2.00
CIP Manager	-				-
Sr. Project Engineer	1.00				1.00
Senior Engineer	1.00				1.00
Senior Management Analyst	0.50				0.50
Management Analyst	-				-
Assistant Engineer	1.75				1.75
Senior Office Specialist	1.00				1.00
Total Capital Improvement	7.50	-	-	-	7.50
Street Lighting					
Principal Civil Engineer	1.00				1.00
Assistant Engineer	1.25				1.25
Total Street Lighting	2.25	-	-	-	2.25
Street Maintenance					
Public Works Director	-				-
Public Works Manager	1.00				1.00
Management Assistant	-				-
Administrative Assistant	1.00				1.00
Public Works Supervisor	1.00				1.00
Lead Maintenance Worker	-				-
Senior Office Specialist	-				-
Maintenance Worker II (1 Underfilling)	3.00				3.00
Maintenance Worker I	1.00				1.00
Total Street Maintenance	7.00	-	-	-	7.00
Solid Waste & Environmental Services					
Public Works Director	-				-
Assistant Public Works Director	-				-
Environmental Services Manager	1.00				1.00
Environmental Services Coordinator	-				-
Environmental Services Specialist	1.00				1.00
Senior Management Analyst	-				-
Assistant Engineer	-				-
Management Analyst	-				-
Management Assistant	-				-
Administrative Assistant	1.00				1.00
Senior Office Specialist	-				-
Total Solid Waste & Environmental Services	3.00	-	-	-	3.00
Total Public Works	36.00	-	-	-	36.00



**SCHEDULE OF AUTHORIZED POSITIONS
FISCAL YEAR 2021/22 AND 2022/23**

Department/Positions	FY 22/23 Adopted June 21, 2022	Program Reallocation	Reclass	Additions/ Deletions	FY 22/23 Proposed Sept 1, 2022
Neighborhood Services:					
Neighborhood Services Administration					
Neighborhood Services Director	0.90				0.90
Principal Project Manager	-				-
Senior Project Manager	-				-
Emergency Services Coordinator	1.00				1.00
Management Analyst	0.90				0.90
Management Assistant	1.40				1.40
Total Neighborhood Services	4.20	-	-	-	4.20
Homelessness					
Homelessness Outreach Coordinator	1.00				1.00
Total Homelessness	1.00	-	-	-	1.00
Economic Development					
Principal Project Manager	-				-
Senior Project Manager	-				-
Economic Development Coordinator	-				-
Total Economic Development	-	-	-	-	-
Parks & Recreation					
Neighborhood Services Director	0.10				0.10
Parks & Recreation Manager	1.00				1.00
Management Analyst	0.10				0.10
Management Assistant	0.10				0.10
Total Parks & Recreation	1.30	-	-	-	1.30
Community Center					
Recreation Supervisor	1.00				1.00
Maintenance Worker I	1.00				1.00
Administrative Assistant (GCC)	1.00				1.00
Total Community Center	3.00	-	-	-	3.00
Library - Goleta					
Library Director	-				-
Library Director (Assistant Neighborhood Services Director)	1.00				1.00
Supervising Librarian	1.00				1.00
Management Assistant	1.00				1.00
Librarian II/Children's Librarian	1.00				1.00
Library Technician (1 Full-Time, 5 Part-Time)	2.88				2.88
Library Assistant I (3 Full-Time, 4 Part-Time, 2 Part-Time Limited)	5.25				5.25
Total Library - Goleta	12.13	-	-	-	12.13
Library - Buellton					
Senior Library Technician	1.00				1.00
Library Technician (2 Part-Time)	0.75				0.75
Library Assistant I (2 Part-Time)	0.75				0.75
Total Library - Buellton	2.50	-	-	-	2.50
Library - Solvang					
Senior Library Technician	1.00				1.00
Library Technician (4 Part-Time)	1.50				1.50
Total Library - Solvang	2.50	-	-	-	2.50
Total Neighborhood Services	26.63	-	-	-	26.63
Grand Total:	115.775	-	-	1.00	116.775