



# CITY OF SANTEE

**MAYOR**  
Randy Voepel

**CITY COUNCIL**  
Jack E Dale  
Rob McNelis  
John W. Minto  
Ronn Hall

**ACTING CITY MANAGER**  
Paul Malone

COPY

## EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made effective February 18, 2016, by and between the CITY OF SANTEE, a public entity ("City"), and Marlene D. Best ("Best").

1. City desires to employ the services of Marlene D. Best to perform the duties of the City Manager, the same as are provided in Chapter 2.04 of the Santee Municipal Code, as it may be amended from time to time.
2. In exchange for certain benefits as described below and severance compensation as described below, Best agrees that this is the sole and entire Agreement between the City and Best regarding the term of employment and the termination thereof, and that this Agreement can be terminated at any time by either party.
3. Best desires to accept employment, on an at-will basis, as the City Manager with the City of Santee.

### IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENT HEREIN CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

1. Best shall serve as the City Manager during the term of this Agreement. Best will perform such duties specified in Chapter 2.04 of the Santee Municipal Code, and any additional duties which are assigned by the City Council which are legally permissible and proper duties. Best agrees to abide by all City policies and procedures. Where there is a conflict between those policies and procedures and specific terms of this Agreement, this Agreement shall prevail.
2. **Term:** City agrees to employ and Best accepts employment with the City for a term of three (3) years under the provisions of this Agreement or until Best's employment is terminated in accordance with this Agreement.
3. **Salary and Benefits:** Best will receive a base annual salary of \$190,000 payable in installments at the same time as other employees of the City are paid. Best may also receive increases, if any, as determined by the City Council, including eligibility to receive Cost of Living Increases ("COLAs") which are provided to other City employees. Best is considered an Executive Management Employee in the Salary and Benefit Plan for Management for purposes of fringe benefits. As such, Best shall be entitled to participate in all employee benefit programs and plans established and as amended by

personal vehicle for City business. This amount will be treated consistently with current IRS regulations. Best shall be responsible for maintaining liability, property and comprehensive insurance on her personal vehicle.

**6. Termination and Severance Pay:**

a. Termination

The Parties understand and agree that the appointment as City Manager is "at-will" and that Best shall serve as the City Manager for the City at the will and pleasure of the City Council. The City Council may terminate Best with or without cause and without notice. Nothing in this Agreement, any statute, ordinance, or rule, shall prevent, limit or otherwise interfere with the right of the City Council to terminate Best's employment. Best may terminate this Agreement and her employment, at any time upon 30 days' written notice to the City Council.

b. Severance

(1) In the event that Best's employment is terminated by the City Council without cause, during the term of this Agreement and while Best is willing and able to perform the duties of City Manager, Best shall be entitled to a lump sum cash settlement, equal to six (6) months' base pay or the base pay for the remaining months in the term of the Agreement, whichever is less. The amount is calculated on base pay, 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 Executive Management employees, for the same period as the severance or until Best begins other employment, whichever occurs first. To receive severance, Best must execute a Settlement Agreement and General Release satisfactory to the City. In the event the Best elects not to sign the Settlement Agreement and General Release, Best will not be entitled to severance pay.

(2) Best will not be entitled to severance if her employment is terminated by the City Council at any time for cause, or if Best resigns, retires or cannot perform the essential functions of the position even with reasonable accommodations due to death, a medical condition or disability. Cause for termination shall be defined for purposes of this Agreement as: (i) malfeasance, (ii) gross negligence, (iii) fraud, (iv) serious misconduct (including, but not limited to, conduct substantiated through an independent investigation which would constitute a violation of City policy, or state or federal law), (v) moral turpitude, or (vi) conviction of a felony on the part of Best. Conviction for purposes of this Agreement includes a judgment entered after a trial, plea of guilty or plea of nolo contendere.

c. The promise and tender of payment to Best, of any severance compensation payable herein, is in lieu of any damages which Best 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.

10. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, shall not operate or be construed as a waiver of any subsequent breach.
11. **Assignment:** The rights and obligations of the respective parties hereto under this Agreement shall inure to the benefit and shall be binding upon heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement shall not be assignable by either party without prior written consent of the other party. Any attempted assignment is void.
12. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said subject matter in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing and signed by both Best and the Mayor.
13. **Governing Law:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Any action to interpret or enforce terms of this Agreement shall be held exclusively in the state court in San Diego County, California. Best expressly waives any right to remove any such action from San Diego County otherwise permitted by the California Code of Civil Procedure section 394.
14. **Partial Invalidity:** If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof shall remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of this Agreement.

**IN WITNESS WHEREOF,** The parties hereto have caused this Agreement to be duly executed on the dates noted below.

**CITY OF SANTEE**

By:   
Randy Voepel, Mayor

Date 2/11/16

**EMPLOYEE:**

  
Marlene D. Best

Date February 18, 2016

## Gabriela Esquivel

---

**From:** Irene Mosley  
**Sent:** Tuesday, April 26, 2016 8:07 AM  
**To:** Gabriela Esquivel  
**Subject:** FW: Basic Life and accidental Insurance

**Importance:** High

See the email trail below. Please have the insurance changed to 1X the salary.

Thanks  
Irene

*Irene Mosley*  
Interim Director of Human Resources & Risk Management  
Human Resources Department  
City of Santee  
(619) 258-4100 ext 131  
[imosley@cityofsanteeca.gov](mailto:imosley@cityofsanteeca.gov)



---

**From:** Irene Mosley  
**Sent:** Tuesday, April 26, 2016 8:06 AM  
**To:** Marlene Best  
**Subject:** RE: Basic Life and accidental Insurance

Hi Marlene,

I will go ahead and have Karen in Finance change it to 1X the salary and use your email as documentation.

Thanks  
Irene

*Irene Mosley*  
Interim Director of Human Resources & Risk Management  
Human Resources Department  
City of Santee  
(619) 258-4100 ext 131  
[imosley@cityofsanteeca.gov](mailto:imosley@cityofsanteeca.gov)



**From:** Marlene Best  
**Sent:** Monday, April 25, 2016 5:48 PM  
**To:** Irene Mosley  
**Subject:** RE: Basic Life and accidental Insurance

Hi Irene,

The offer to me was for 1x the annual salary, like it was for Keith. I assume that the contract did not identify differently because that is what the City Manager position had in the past. I can check with Paul, or Gary from Bob Murray, but that is what my notes say. I did not know the balance of staff had differently or I would have asked for it to be spelled out. It also does not mention health benefits, but I assumed that was a regular benefit, the same as life for the Manager position. Do you want one of us to see if Shawn has any copies of notes from the negotiations? He may be able to clear things up since he wrote the contract.

*Marlene D. Best*  
City Manager  
City of Santee  
(619) 258-4100 ext. 295  
Fax (619) 562-0649  
[mbest@cityofsanteeca.gov](mailto:mbest@cityofsanteeca.gov)

**From:** Irene Mosley  
**Sent:** Monday, April 25, 2016 12:14 PM  
**To:** Marlene Best  
**Subject:** Basic Life and accidental Insurance

Hi Marlene:

I've attached a copy of your contract and do not see anything about the amount of the life insurance.

The basic life and accidental for city employees is \$50,000. As I mentioned, Keith Till had basic life and accidental equal to 1X his annual base salary which was stated in his contract. When Pedro Orso-Delgado was Acting City Manager there was no agreement in his file so his basic life and accidental were at \$50,000.

Please let me know as soon as possible if you had a different understanding of the amount. Finance is holding payroll if not we will enter it in at \$50,000.

Thank you  
Irene