

## SEVENTH AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT

This Seventh Amendment to City Manager Employment Agreement (“Fourth Amendment”) is entered into on June 24, 2021 with an effective date of June 27, 2021 (the “Effective Date”) by and between the City of Capitola, a municipal corporation (hereinafter referred to as “City”), and Jamie Goldstein, an individual (hereinafter referred to as “Employee”), and is intended to amend that particular City Manager Employment Agreement (the “Original Agreement”) dated July 12, 2010, as previously amended by that certain First Amendment to City Manager Employment Agreement (“First Amendment”) entered into on July 1, 2012, and that certain Second Amendment to City Manager Employment Agreement (“Second Amendment”) entered into on May 14, 2015, and that certain Third Amendment to City Manager Employment Agreement (“Third Amendment”) entered into on December 8, 2016, and that certain Fourth Amendment to City Manager Employment Agreement (“Fourth Amendment”) entered into on June 28, 2018, and that certain Fifth Amendment to City Manager Employment Agreement (“Fifth Amendment”) entered into on June 28, 2020, and that certain Fifth Amendment to City Manager Employment Agreement (“Sixth Amendment”) entered into on December 10, 2020. (the Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment are hereinafter referred to collectively as the “Agreement”).

Now, therefore City and Employee agree as follows:

1. Section 6—Salary of the Original Agreement is hereby amended to read as follows:

### Section 6. Salary

- A. Effective June 27, 2021, Employee’s base salary shall be adjusted by 2.6%. Employee’s base monthly salary shall be increased to \$17,673.
- B. Effective first full pay period in July 2022, Employee’s base salary shall be adjusted by 2.75%. Employee’s base monthly salary shall be increased to \$18,159.
- C. Effective first full pay period in July 2023, Employee’s base salary shall be adjusted by 2.75%. Employee’s base monthly salary shall be increased to \$18,659.
- E. Upon completion 15 continuous years of service with the City, employee's base pay shall be increased by 5%.

2. Section 9.C shall hereby be amended to read as follows:

## Flexible Spending Arrangement Contributions

The City makes a flexible spending arrangement (“Flex Plan”) contribution on behalf of each qualified employee for medical, dental & vision coverage. For those employees who have selected health coverage through CalPERS, from the monthly contribution set forth herein, effective January 1, 2021, a \$143.00 per month contribution will be paid to PERS for what is sometimes referred to as “employer contribution”. This amount is the minimum amount required by CalPERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. The City’s maximum contribution below is inclusive of the required PEMCHA minimum.

Effective Dates	Employee Only	Employee +1	Employee +2
June 27, 2021, the monthly maximum contribution (inclusive of PEMCHA minimum)	\$874	\$1,389	\$1,801
First full pay period in July 2022	\$899	\$1,414	\$1,826
First full pay period in July 2023	\$924	\$1,439	\$1,851

3. Employees who can verify to the City’s satisfaction that: they have group health coverage for medical (including dental and vision), which will remain in effect until the next enrollment date will be eligible for a cash payment of \$250.00 per month. Employees who purchase a CalPERS Health Plan and dental and vision coverage, but do not use their entire monthly contribution, may use the remaining funds to purchase benefits other than medical (including dental and vision) coverage. (If a cash payment is taken, it is not included in the employee’s compensation for the CalPERS retirement plan).

4. The City reserves the option of adding additional programs to the cafeteria plan, as they may become available.

Except as hereinabove stated, all other terms and conditions of the Agreement remain in full force and effect, are hereby re-stated and are hereby incorporated herein by reference as if fully set forth.

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment to the City Manager Employment Agreement the day and year written above.

Dated: 6/28/2021

CITY OF CAPITOLA

DocuSigned by:  
*Yvette Brooks*  
By: D94288B8BCC4481...

Yvette Brooks  
City of Capitola Mayor

Dated: 6/28/2021

EMPLOYEE

DocuSigned by:  
*Jamie Goldstein*  
By: D05A9A7B5900485...  
Jamie Goldstein