

CITY OF VENTURA  
**CITY COUNCIL AGENDA**

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# **Supplemental Information Packet**

**Agenda Items Received by 3:30 p.m.  
March 24, 2022**

**Meeting of March 28, 2022**

**Supplemental Information:**

Any agenda related public documents received and distributed to a majority of the City Council after the Agenda Packet is printed are included in Supplemental Packets. Supplemental Packets are produced as needed. The Supplemental Packet is available in the City Clerk's Office, 501 Poli Street, Room 204, Ventura, during normal business hours as well as on the City's Website – [www.cityofventura.ca.gov](http://www.cityofventura.ca.gov)  
<https://www.cityofventura.ca.gov/1236/City-Council-Public-Hearing-NoticesSuppl>

AGENDA ITEM  
13A

Date: March 22, 2022

Council Action Date: March 28, 2022

**TO:** City Council

**FROM:** Sofia Rubalcava, Mayor  
Joe Schroeder, Deputy Mayor

**SUBJECT:** Adoption of a Resolution Appointing Andrew Heglund to the Position of City Attorney and Approving an Employment Agreement that Establishes Salary and Benefits for the Position of City Attorney

**RECOMMENDATION**

Adopt a resolution appointing Andrew Heglund to the position of City Attorney and approving an employment agreement that establishes salary and benefits for the position of City Attorney.

**DISCUSSION/ANALYSIS**

Executive search firm, Ralph Andersen & Associates, was retained to assist the City with the recruitment and selection process for the position of City Attorney. Since the retirement of the prior City Attorney Greg Diaz, Senior Assistant City Attorney Andrew Heglund has served as the Interim City Attorney.

The recruitment process resulted in a total of 14 applications for the position. Following an interview and initial screening by the recruiter, 5 candidates were invited for an interview with the City Council. Andrew Heglund was unanimously selected as the top candidate and best suited for the position.

Mr. Heglund has over 20 years of experience practicing law, including 10 years in municipal government with the cities Ventura and Bakersfield. He has served as the City's Senior Assistant City Attorney since July 2019, and since December 2021 as the Interim City Attorney. Mr. Heglund possesses a bachelor's degree from Pensacola University, a master's degree from Tabernacle Baptist Theological Seminary, and a Juris Doctorate from Regent University.

Mayor Rubalcava and Deputy Mayor Schroeder received input from the entire Council regarding the City Attorney's Employment Agreement and engaged in communications

with Mr. Heglund to finalize the terms of a proposed agreement. Those communications were successful and resulted in the draft Employment Agreement attached to this report.

It is recommended that City Attorney Andrew Heglund receive an annual salary of \$237,000, a contribution of one percent of salary per month to a 401(a) plan, \$10,000 per year to a retirement health savings plan, a vehicle allowance of \$500 per month, \$100 per month cell phone allowance, a nine-month severance package, and other benefits consistent with other executive management employees.

**FINANCIAL IMPACT**

The salary and benefits for Mr. Heglund is estimated to cost \$85,992 for the balance of the FY2021-2022. There are sufficient appropriations in the FY 2021-2022 General Fund budget to support the cost of this position.

<b>Compensation for City Attorney</b>					
<b>FUND</b>		<b>DEPARTMENT</b>	<b>PROJECT</b>	<b>AMOUNT</b>	<b>AVAILABLE BUDGET</b>
01		City Attorney	10600	\$85,992.00	YES
TOTAL FY 2021-2022				\$85,992.00	

**ALTERNATIVES**

Approve a different salary for City Attorney Heglund.

Prepared by: Elizabeth Foushee, Human Resources Project Manager

**ATTACHMENT(S):**

- A Proposed Resolution approving City Attorney Andrew Heglund's Employment Agreement

# ATTACHMENT A

RESOLUTION NO. 2022- \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN BUENAVENTURA, CALIFORNIA, APPOINTING ANDREW HEGLUND TO THE POSITION OF CITY ATTORNEY AND APPROVING AN EMPLOYMENT AGREEMENT ESTABLISHING SALARY AND BENEFITS IN CONNECTION WITH SAID APPOINTMENT**

WHEREAS, the City Council of the City of San Buenaventura desires to make an appointment to the position of City Attorney.

BE IT RESOLVED by the City Council of the City of San Buenaventura as follows:

SECTION 1. Andrew Heglund is hereby appointed to the position of City Attorney effective upon adoption of this Resolution, at an annual salary of \$237,000.

SECTION 2. The Employment Agreement, attached hereto as Exhibit A, is hereby approved. The Mayor is authorized to execute the said Employment Agreement on the City's behalf. All other benefits for the position of City Attorney shall be as provided for in the Agreement and/or in accordance with the current Salary and Benefits Resolutions, and successor resolutions for Executive Management employees.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Sofia Rubalcava, Mayor

ATTEST

\_\_\_\_\_  
Tracy Oehler, MMC  
City Clerk

RESOLUTION APPROVED AS TO FORM

By: *Gena Bumo* March 25, 2022  
Date

ATTACHMENT(S)

EXHIBIT A City Attorney's Employment Agreement

# EXHIBIT A

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is between the City of San Buenaventura, a municipal corporation and chartered city ("City") and Andrew Heglund ("City Attorney"). It is effective upon adoption of the Resolution to appoint City Attorney.

This Agreement is entered into on the basis of the following facts, among others:

A. City, acting by and through its duly elected City Council, desires to employ Andrew Heglund as its City Attorney subject to the terms and conditions set forth in this Agreement and in the Charter of the City of San Buenaventura (the "Charter").

B. City Attorney has nearly 20 years of experience practicing law, including 10 years in municipal government with the cities of Ventura and Bakersfield.

C. City and City Attorney desire to establish specific terms and conditions relating to compensation and benefits, performance evaluations, and related matters.

D. The Charter provides, among other things, that the City Attorney shall be appointed by the City Council and that he may be removed at the pleasure of the City Council.

E. City Attorney desires a predictable amount of severance notice and severance pay should his employment be terminated.

F. City, mindful of the frequency, administrative disruption, and expense of employment-related litigation, desires to prevent litigation arising from any termination of the employment relationship with City Attorney.

BASED UPON THE FOREGOING, CITY AND ANDREW HEGLUND AGREE AS FOLLOWS:

1. Employment. City hereby appoints City Attorney and City Attorney hereby accepts the appointment and employment for an indefinite term commencing March 28, 2022 unless otherwise terminated pursuant to the terms of this Agreement.

2. Duties of City Attorney. City Attorney shall perform the duties established for the City Attorney by the Charter, San Buenaventura Municipal Code, direction of the City Council, or as otherwise provided by law, ordinance, or regulation.

2.1 Full Energy and Skill. City Attorney shall devote his full energy, skill, ability, and productive time to the performance of City Attorney's duties.

2.2 No Conflict. City Attorney shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually

or potentially in conflict with, inimical to, or which interferes with the performance of City Attorney's duties.

2.3 Permission Required for Outside Activities. City Attorney shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, without the express permission of the City Council.

3. Term. The terms of this Agreement shall be from the Effective Date and shall remain in effect until terminated by either party in accordance with this Agreement.

4. Compensation. City Attorney shall be compensated as provided in this Section 4.

4.1 Compensation. City Attorney shall receive a base annual salary of \$237,000.00 ("Annual Salary"), paid at the regular intervals customarily paid by the City, with appropriate deductions.

4.2 Performance Reviews and Salary Adjustments. The City Council shall meet for the express purpose of evaluating the performance of the City Attorney within six (6) months of his date of hire. A performance review will be completed after the first year of employment and annually thereafter beginning in April 2023.

4.3 At the discretion of the City Council, this Agreement may be amended to incorporate any salary and/or benefit adjustments granted, provided, or required by the City Council and/or City's compensation policies on the same basis as applied to the Executive Unit employees of the City of San Buenaventura.

4.4 In addition, in April of each year beginning April 2023, City shall review employee's base salary to consider a reasonable increase based upon such factors as cost of living, meritorious performance, budget, compensation of public attorneys in comparable jurisdictions, application resolution(s) and any other relevant factors. Such adjustments, if any shall be made pursuant to a lawful action of the City Council in such event. City and City Attorney agree to execute an amended employment agreement incorporating the adjusted salary.

4.5 In no event shall the City Attorney be paid less than the salary set forth in section 4.1 of this Agreement except by mutual written agreement between the City and City Attorney.

4.6 For the purposes of California public employee compensation law, City Attorney's compensation is considered indefinite with respect to the time period prior to any specific adjustment that may be approved by the action of the City Council.

5. Benefits and Allowances. City Attorney shall receive the following benefits and allowances.

5.1 Vacation and Administrative Leave. Upon the effective date of the Agreement, Employee shall retain City Attorney's balance of Vacation and Administrative Leave hours in the amount the City Attorney has accrued up and to including the day prior to the effective date of this Agreement. In addition, upon the effective date of this Agreement, City Attorney shall accrue Vacation Leave and Administrative Leave consistent with an accrual rate no less than the rate at which City Attorney accrued Vacation and Administrative Leave prior to the effective date of this Agreement, which shall continue to accrue at no less than the rate in place for other Executive Unit employees. City Attorney's rights to accrue, carryover, use, cash out and recover at termination his accrued but unused Vacation Leave shall be the same as other Executive Unit employees and/or as required by applicable law.

5.2 City Attorney shall notify the City Council of any vacation or other absences lasting longer than one day.

5.3 Standard Benefits and Allowances. City Attorney shall receive all benefits and allowances in accordance with the City's standard benefit package for employees in the Executive Unit, and such benefits shall commence in accordance with such provisions regularly maintained by the City and in effect at the time this Agreement becomes effective. If there is discrepancy between this Section of the Agreement and the City's standard benefit package for employees in the Executive Unit, the City Attorney will receive the greater offered benefits.

5.4 Automobile Allowance. City Attorney shall receive a car allowance in the amount of \$500.00 per month.

5.5 Cellular Phone Allowance. City Attorney shall receive a cellular phone allowance in the amount of \$100.00 per month.

5.6 Retirement Contributions.

- i. City shall contribute the equivalent of one percent (1%) of the Annual Salary to be paid in bi-weekly installments into a 401a Deferred Compensation account. City will contribute \$10,000.00 per year to be paid in bi-weekly installments into a Retirement Health Savings Plan. Both plans are administered by MissionSquare Retirement, and the City shall pay reasonable set-up fees for such plans. Accounts may be established to allow City Attorney to make matching contributions should he so desire.
- ii. City shall provide City Attorney with CalPERS retirement benefits, subject to a City Attorney-paid contribution, in the same amount and manner as is paid by Miscellaneous City employees in the Executive Unit. The City shall provide City Attorney with all deferred compensation contribution benefits in accordance with the City's standard benefit package for employees in the Executive Unit, and

such benefits shall commence in accordance with such provisions regularly maintained by the City and in effect at the time this Agreement becomes effective.

6. Affiliated Organizations. City will pay the reasonable membership fees of organizations of which City Attorney chooses to be a member which are designed to enhance and/or contribute to his knowledge of municipal law, all to be paid from and within the budgetary limitations of the City Attorney's Office. Conference participation may include the League of California Cities annual conference and City Attorneys' Department annual conference.

7. Additional Expenses of Employment. City shall pay the following usual and customary employment expenses:

7.1 The cost of any fidelity or other bonds required by law for the City Attorney.

7.2 The cost to defend and indemnify City Attorney to the full extent of the law as provided by the California Tort Claims Act (Government Code sections 810, et seq.), or otherwise to the extent allowed by law.

7.3 Annual membership fee for membership in the State Bar of California.

8. Duration of Employment. City Attorney understands and agrees that he has no constitutionally protected property or other interest in his employment as City Attorney. He understands and agrees that he works at the will and pleasure of the City Council and that he may be terminated, or asked to resign at any time, with or without cause, subject to any limitations, which are now, or which may in the future, be included within the City Charter and this Employment Agreement.

8.1 Severance Pay. If City Attorney is asked to resign or is terminated as City Attorney, he shall receive a cash payment equivalent to the sum of (i) his then-current monthly salary multiplied by nine; (ii) the cash value as determined by City, of his monthly non-salary benefits multiplied by nine; (iii) The monthly non-salary benefits shall be those specified in Section 5. All normal withholdings as required by law shall be made with respect to any amounts paid under this Section. For the purposes of this Section, the failure to renew as provided in Section 1 or the ending of a term of the Contract without renewal shall be deemed termination requiring the payment of severance. This section is expressly limited by the Government Code sections 52360 and 52361.

8.2 Crime Involving Abuse of Office or Position. Pursuant to California Government Code Sections 53243, 53243.1, and 53243.2, which became effective on January 1, 2012, if the City Attorney is convicted of a crime involving an abuse of his office or position, all the following shall apply if:

- i. City Attorney is provided administrative leave pay pending an investigation, he shall be required to fully reimburse City such amounts paid;
- ii. City pays for the criminal legal defense of City Attorney (which would be in City's sole discretion, as it is generally not obligated to pay for a criminal defense), he shall be required to fully reimburse City such amounts paid; and,
- iii. This Agreement is terminated, any Severance Pay related to the termination that City Attorney may receive from City shall be fully reimbursed to City or void if not yet paid to him.

For purposes of Section 9.4 of this Agreement, abuse of office or position means either:

- i. An abuse of public authority, including waste, fraud, and violation of the law under color of authority; or
- ii. A crime against public Justice, including but not limited to, a crime described in Title 7 (commencing with section 92) of Part 1 of the Penal Code.

## 9. Miscellaneous

9.1 Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations, and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated and signed by the parties.

9.2 Notices. All notices pursuant to this Agreement shall be hand-delivered or delivered by first class mail and shall be deemed delivered on the date of mailing. All notices to the City shall be addressed to the Mayor of the City of San Buenaventura. All notices to City Attorney shall be addressed either to City Attorney's residence address as then on file with the City or to City Attorney's business address at the City.

9.3 Applicable Law Venue. This Agreement shall be interpreted according to the laws of the State of California. Venue of any action regarding this Agreement shall be in the proper court in Ventura County.

9.4 Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.

9.5 Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

9.6 Representation by Counsel. City Attorney and City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.

9.7 Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents of any such section or subsection.

Dated: \_\_\_\_\_

CITY OF SAN BUENAVENTURA

\_\_\_\_\_  
Mayor

CITY ATTORNEY

\_\_\_\_\_  
Andrew Heglund