

## EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT, hereinafter referred to as "CONTRACT" is made and entered into this <sup>February 18, 2026</sup> \_\_\_\_\_, by and between the CITY OF DANA POINT, a municipal corporation, hereinafter referred to as "CITY", and MELISSA MURAIRA, hereinafter referred to as "MURAIRA".

### WITNESSETH

WHEREAS, CITY is a municipal corporation, the operation of which involves securing the services of a qualified Deputy Community Services Director; and,

WHEREAS, MURAIRA can provide the services and possesses the professional skills required by CITY and is available to CITY; and,

WHEREAS, it is the desire of the City Manager of CITY to retain the services of MURAIRA as Deputy Community Services Director, effective March 2, 2026; and,

WHEREAS, it is the desire of the City Manager of CITY provide certain benefits, establish certain conditions of employment, set certain work conditions, and provide an equitable means of terminating MURAIRA's employment; and,

WHEREAS, the arrangement set forth in this contract represents an efficient and economical procedure to accomplish CITY's goal;

NOW, THEREFORE, CITY AND MURAIRA, in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. POSITION AND DUTIES. The City Manager of CITY hereby agrees to appoint MURAIRA as the Deputy Community Services Director of the City of Dana Point to perform, on a full-time basis, the duties and functions specified in CITY's Municipal Code, ordinances, resolutions, policies and Deputy Community Services Director Job Description, and as required by the Government Code of the State of California, and to perform other legally permissible duties and perform such functions as the City Manager shall from time to time assign. The City Manager of CITY shall have the authority to determine the specific duties and functions which MURAIRA shall perform under this contract and the means and manner by which MURAIRA shall perform those duties and functions.

MURAIRA agrees to devote all of her business time, skill, attention, and best efforts to the discharge of the duties and functions assigned to her by the City Manager during her employment.

The City Manager and MURAIRA shall define goals and performance objectives for MURAIRA which they determine necessary. The City Manager shall further establish a relative priority among those various goals and objectives. They shall generally be attainable within the time limitations as specified.

MURAIRA shall not engage in an employment, activity, consulting service, or enterprise, for compensation or otherwise, which is actually or potentially in conflict

with or inimical to, or which materially interferes with, MURAIRA's duties and responsibilities to the CITY. Subject to the foregoing prohibitions, the City Manager, upon the written request of MURAIRA, may authorize MURAIRA to undertake outside employment. The City Manager's consent shall be made in writing and the City Manager reserves the right to place additional conditions on such outside employment. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations.

2. TERMINATION AND AT WILL STATUS. This contract shall commence on the effective date and shall remain in effect until terminated by CITY or MURAIRA in accordance with the provisions of this contract. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to terminate the services of MURAIRA at any time, subject only to the provisions set forth in this Section.

MURAIRA holds her employment at the pleasure of the City Manager and is an At-Will employee. MURAIRA is exempt from CITY's competitive service. The City Manager of CITY may terminate MURAIRA's employment at any time, for any reason that is not in violation of the public policy of the State of California and may give MURAIRA notice of termination at any time. MURAIRA agrees that no representative of CITY has made or can make any promises, statements, or representations which state or imply that MURAIRA is hired or retained under any terms other than those stated herein.

MURAIRA may voluntarily terminate her employment at any time, for any reason, except she shall give the City Manager of CITY thirty (30) days written notice prior to the effective date of the voluntary termination of her employment.

If the City Manager of CITY terminates MURAIRA's employment or MURAIRA terminates her employment, MURAIRA shall only be entitled to receive the compensation she is currently due for the work she has already performed, plus a severance payment if she is eligible as described in Paragraph 5 herein, plus the cash equivalent of any unused Comprehensive Annual Leave as described in Paragraph 4e herein.

3. CONFIDENTIAL INFORMATION. "Confidential Information" means all information and any idea pertaining in any manner to the business of the City Council, the CITY or the CITY's various, departments, divisions, committees, and commissions, which was produced or acquired by MURAIRA in the course of employment with the CITY. Confidential Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software, and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. During employment with CITY, MURAIRA shall use Confidential Information, and shall disclose Confidential Information, only for the benefit of CITY and only as is or may be necessary to perform job responsibilities under this contract. Following termination or other separation from employment with CITY, MURAIRA shall not use any Confidential Information and shall not disclose any Confidential Information, except with the express written

consent of the City Manager. MURAIRA's obligations under this Section shall survive the expiration of this Agreement.

4. COMPENSATION. CITY agrees to provide the following compensation to MURAIRA:

- a. Annual Compensation. Effective March 2, 2026, annual compensation of One Hundred Eighty-Three Thousand Seventy Three Dollars (\$183,073) for services rendered with applicable payroll taxes withheld. Said compensation shall be paid biweekly. Compensation may be adjusted upward annually due to merit increase approved by the City Manager.
- b. Cafeteria Plan. City shall provide MURAIRA the same health, and disability insurance plans as offered in the City's Cafeteria Plan the same amount as is provided for other City employees.
- c. Life Insurance. City shall provide MURAIRA with the same life insurance coverage offered to all other full-time employees of City, at its expense, with a death benefit in the amount of not less than \$50,000.
- d. Retirement Public Employees Retirement System. Retirement Public Employees Retirement System. MURAIRA shall be a member of the City's retirement plan adopted and existing pursuant to its contract with the State of California Public Employees Retirement System ("CalPERS"). City shall pay the full amount of the required employer's contribution for the benefit of MURAIRA, and MURAIRA shall pay the full amount of the employee's required contribution consistent with other City employees deemed PEPRAs Members by PERS. In the event that other City employees deemed PEPRAs Members by PERS are required to pay an additional amount of pay toward unfunded pension liability pension costs, then MURAIRA shall pay the same amount.

In the event the CITY voluntarily joins or is required by law to join the Federal Social Security System, MURAIRA shall be treated in the same manner as all City employees. Should the CalPERS plan be amended by the City Council in the future, MURAIRA would be automatically entitled to receive such amended benefits.

- e. Comprehensive Annual Leave (CAL). The City shall provide MURAIRA with annual leave in the amount of thirty (30) days per year as Comprehensive Annual Leave (CAL). CAL credits shall be accrued at the rate of 9.23 hours per biweekly pay period. In order to encourage MURAIRA to use her accrued CAL, CAL credits are allowed to accrue up to a maximum of sixty (60) workdays (480 hours). Once MURAIRA has reached the maximum accrual, MURAIRA will cease to accrue additional CAL credits until the accrued CAL credits fall below the sixty (60) workday (480 hour) level. MURAIRA may buy back up to forty (40) CAL hours in accordance with the City's policy applicable to all other eligible employees. If MURAIRA's employment is terminated, MURAIRA shall receive compensation for any accrued but unused CAL credits with applicable payroll taxes withheld.

- f. CITY shall reimburse MURAIRA for approved, reasonable and ordinary business expenses incurred by MURAIRA in the performance of this contract, provided such expenses have been authorized by the City Manager.
- g. Vehicle. MURAIRA's duties as Deputy Community Services Director for the City of Dana Point will require that she always have unrestricted access to an automobile to attend to City business, in and out of the City, and to respond to emergencies. MURAIRA agrees to pay for all liability, property damage and comprehensive insurance related to all City and personal use of said automobile, and all non-related driving or incidents. MURAIRA agrees to incur all expenses for the purchase, operation, gas, maintenance, repair or regular replacement, and applicable taxes associated with said automobile. In return for providing said automobile and paying all expenses associated with the operation and maintenance of said automobile, CITY shall pay MURAIRA the sum of Two Hundred and Fifty Dollars (\$250.00) per month with applicable payroll taxes withheld.
- h. Cell Phone Stipend. City shall provide MURAIRA with a monthly stipend in the amount of Seventy Dollars (\$70.00) to cover the cost of maintaining a personal cellular phone for City-related business use. The stipend shall be paid in equal installments each pay period and shall be considered a taxable fringe benefit in accordance with applicable IRS guidelines. MURAIRA shall be responsible for maintaining a functioning cellular phone and ensuring its availability for City-related communication needs. No additional reimbursement shall be provided for cellular phone costs, except as otherwise approved by the City.
- i. All other benefits provided to Management level employees in the CITY Personnel Policies.

5. SEVERANCE PAYMENT.

- a. Termination without Cause. In the event that MURAIRA is involuntarily terminated by City Manager, CITY shall pay MURAIRA a lump sum cash severance payment equal to three (3) months of MURAIRA's monthly compensation established in Paragraph 4a herein, with applicable payroll taxes withheld. In exchange for and as a condition to receipt of the Severance Payment, MURAIRA shall execute a release and waiver, in a form acceptable to the City Attorney, releasing the City from any and all claims associated with MURAIRA's employment and termination.
- b. Termination for Cause. In the event MURAIRA is terminated for cause as defined herein, CITY shall have no obligation to make severance payment described in Paragraph 5a above. In the context of this Agreement, "for cause" shall mean MURAIRA has been terminated because of the commission, attempted commission, violation, or conviction of any criminal law committed at any time (except minor traffic infractions), gross negligence or malfeasance, incompetence, insubordination, and/or violation of any rules or policies applicable to the general employees of the CITY. MURAIRA has an affirmative duty to report to the City Manager or his/her designee if she is arrested or if

she is under investigation for alleged criminal activity or criminal misconduct.

- c. If MURAIRA terminates her employment, CITY shall not make any severance payment to MURAIRA.
- d. Notwithstanding any other provision or the term of this Agreement, the Severance that MURAIRA may receive under this Agreement as a result of termination shall not exceed the limitations provided in Government Code Section 53260-53264. In addition, in the event MURAIRA is convicted of a crime involving an abuse of office or position, MURAIRA shall reimburse the CITY for any paid leave or cash settlement (including separation benefits or severance, if applicable), to the extent as provided by Government Code Sections 53243-53243.4.

6. PERFORMANCE EVALUATION.

- a. The City Manager shall review and evaluate the performance of MURAIRA after her initial six months of continuous employment, and then annually each September. The City Manager shall review and evaluate the performance of MURAIRA annually each September and shall provide MURAIRA with a summary of the findings and provide MURAIRA with adequate opportunity to discuss the evaluation(s) with the City Manager.

In connection with each annual performance evaluation, the City Manager may grant MURAIRA a performance bonus up to 5% of her base salary. Whether or not to grant a bonus and the amount of any such bonus shall be determined at the sole discretion of the City Manager. It is the understanding and intent of the City and MURAIRA that the performance bonuses are not reportable compensation to CalPERS and are not included in the calculation of MURAIRA's CalPERS retirement allowance.

7. INDEMNIFICATION. CITY shall defend, hold harmless, and indemnify MURAIRA against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of this contract, or any alleged act or omission occurring in the course and scope of performance of MURAIRA's duties in accordance with the provisions of the California Government Code Section 825.
8. BONDING. CITY shall bear the full cost of any fidelity or other bonds required of MURAIRA under any law or ordinance.
9. ENTIRE AGREEMENT. This contract is the complete and final expression of the parties' agreement. This contract remains the entire agreement and understanding between the parties and contains all of the terms and conditions of the parties' agreement. This contract supersedes all prior or contemporaneous oral or written negotiations, discussions, representations, or agreements between the parties, if any. No amendment, alteration, extension, or modification of this contract shall be binding unless in writing and signed by both the City Manager and MURAIRA.
10. GOVERNING LAW. This contract will be governed by and construed in accordance with the laws of the State of California.

- 11. NO WAIVER. No party's failure to enforce any provision(s) of this contract will be construed in any way as a waiver of such provision(s), nor prevent that party from enforcing each and every other provision of this contract.
- 12. PARTIAL INVALIDITY. The invalidity or unenforceability of any provision(s) of this contract will not affect the validity or enforceability of the other provision(s) of the contract.
- 13. HEADINGS. Paragraph headings used in this contract are for convenience only and shall not be considered part of the terms of this contract.

**CITY OF DANA POINT**

DocuSigned by:  
By: [Redacted Signature] \_\_\_\_\_  
Kelly Reenders, City Manager

**MELISSA MURAIRA**

Signed by:  
By: [Redacted Signature] \_\_\_\_\_  
Melissa Muraira

**ATTEST:**

DocuSigned by:  
[Redacted Signature] \_\_\_\_\_  
Shayna Sharke, City Clerk

**APPROVED AS TO FORM:**

Signed by:  
[Redacted Signature] \_\_\_\_\_  
Patrick Munoz, City Attorney