

CITY MANAGER EMPLOYMENT AGREEMENT

[AS AMENDED NOVEMBER 17, 2014]

[AS AMENDED JUNE 18, 2018]

[AS AMENDED MARCH 21, 2022]

THIS AMENDED AGREEMENT is entered into this 21ST day of March 2022, by and between Raymond M. Rodriguez (hereinafter referred to as "EMPLOYEE") and the City of San Pablo (hereinafter referred to as "CITY").

Whereas, CITY and EMPLOYEE entered into an employment agreement on March 30, 2010, under which EMPLOYEE serves as CITY'S city manager as of May 3, 2010 ("Agreement");

Whereas, the Agreement was amended as of November 18, 2014 pursuant to City Council Resolution No. 2014-178;

Whereas, the Agreement was further amended as of June 18, 2018, pursuant to City Council Resolution No.2018-88;

NOW, THEREFORE, in consideration of the faithful performance of the terms and considerations set forth herein, the parties hereto mutually agree as follows:

1. Employment.

a. Effective May 3, 2010, EMPLOYEE shall be employed as City Manager for a term of twelve (12) months, unless mutually agreed to end earlier. This twelve (12) month term shall automatically recommence on the first day of each succeeding month, unless notice of termination is given by the City Council as specified herein. This section is intended to comply with Section 53260, et seq. of the Government Code of the State of California.

b. EMPLOYEE shall diligently focus time, ability and attention to City business and fulfill the duties of the City Manager as outlined in the Job Description (<https://www.sanpabloca.gov/DocumentCenter/View/11013/City-Manager>); San Pablo Municipal Code (<https://www.codepublishing.com/CA/SanPablo/>) and State law (including but not limited to California Government Code sections 34851 et seq.). All reports, memorandums and other documents prepared by EMPLOYEE while performing duties under this Agreement shall be furnished to and become the property of CITY.

c. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the service of EMPLOYEE at any time, subject only to the provisions set forth in Section 6 of this Agreement. EMPLOYEE'S service with the CITY is an at-will position which may be terminated for any or no cause by the City Council.

d. EMPLOYEE agrees to remain in the exclusive employ of the CITY during the terms of the Agreement. However, EMPLOYEE shall not be precluded from occasional teaching or writing, performed during EMPLOYEE'S time off, or during administrative leave or vacation, with the concurrence and knowledge of City Council.

2. Compensation. EMPLOYEE shall receive the following compensation:

a. Salary. As of July 1, 2021, following a 3% cost of living increase, EMPLOYEE'S annual salary shall be \$274,164 (as approved by City Council Resolution No. 2021-084), with payment made twice a month at the same time and manner as other City employees are paid, subject to required or requested withholdings. Cost-of-living adjustments (COLAs) are at the discretion of the City Council. No further salary is allowed for EMPLOYEE'S service for any other board, commission or agency.

b. Benefits. EMPLOYEE's benefits are as set forth in Resolution No. 2019-085, attached hereto as Exhibit A. In addition, the Schedule of Benefits in Resolution 2019-085 has been revised by the City Council to provide the Juneteenth holiday (June 19)

and to extend the annual flexible spending amount (FSA) contribution of \$450 and may be further revised by majority vote of the City Council. Further, any benefits set forth specifically in this Agreement supersede those set forth in the attached Exhibit.

c. Performance and Retention Bonuses. Commencing on his anniversary date of May 3, 2015, and every three years thereafter, EMPLOYEE shall receive a bonus payment of \$5,000 in addition to base salary, payable 30-days after his annual anniversary date of May 3rd, less legally required employment and applicable tax withholdings, contingent upon a satisfactory or greater annual performance evaluations rating by the City Council. For the purposes of this provision, the Council shall prepare a written summary rating sheet for presentation to payroll.

d. Deferred Compensation. Effective April 1, 2022, CITY shall pay annually a contribution of \$12,500 to EMPLOYEE's ICMA/Mission Square 457 deferred compensation account, with an additional 0.5% of EMPLOYEE's annual salary added to the CITY's annual contribution beginning January 1, 2024, and each January 1st thereafter up to the total maximum annual contribution established by IRS regulations, which is currently \$20,500. Such total maximum annual contribution from CITY is not a matching contribution, and does not include any additional "catch-up" payments, including the additional Age 50 Catch-up amount, authorized by IRS regulations. CITY shall not be responsible for any "catch-up" payments, which EMPLOYEE can choose to make.

e. Information Technology Allowance. CITY shall pay EMPLOYEE an information technology allowance of \$750.00 annually as well as provide a City laptop or PC for home use.

f. Vehicle Allowance. CITY shall pay EMPLOYEE a vehicle allowance of \$500 per month.

g. Sick Leave. Upon resignation or termination from CITY employment, except as outlined in Section 6.c., CITY shall pay EMPLOYEE 50% of all accrued sick leave in a lump sum payment or deposit the amount into the EMPLOYEE's ICMA 457 deferred compensation account, at EMPLOYEE'S option, prior to the effective date of separation from employment. At time of eligible retirement, Employee may convert 100% of accrued sick leave hours earned to retirement service credit in accordance with applicable CalPERS rules and regulations in effect.

3. Business Expenses. CITY agrees to pay for City related business expenses. Such expenses shall include all direct costs associated with memberships in professional associations and attendance at conferences, including annual memberships with International City Management Association ("ICMA") and California City Management Foundation ("CCMF"), within approved Department budget and per diem parameters in the City's Travel Expense Policy. CITY shall also budget and pay for an additional professional development and training program for executive management, including accommodation and travel expenses as a one-time authorized expense not to exceed \$20,000 to be expended by August 31, 2023.

4. Code of Ethics. The parties acknowledge that EMPLOYEE is a member of the International City Management Association ("ICMA"). The Parties mutually desire that EMPLOYEE be subject to and comply with the ICMA Code of Ethics, as it may be amended from time to time (Exhibit B). The CITY and the City Council agree that the City Council will not give the EMPLOYEE any order or direction that would require the EMPLOYEE to violate the ICMA Code of Ethics.

5. Performance Evaluation. Performance evaluations are an important way for the City Council and EMPLOYEE to ensure effective communications about expectations and performance. The City Council recognizes that for the EMPLOYEE to respond to its needs

and to grow in the performance of the City Manager's job, the EMPLOYEE needs to know how the City Council Members evaluate the EMPLOYEE's performance.

a. To assure that the EMPLOYEE gets this professional feedback, the City Council shall conduct an evaluation of the EMPLOYEE's performance at least once every two-year period. The City Council and EMPLOYEE agree that performance evaluations, for the purpose of mid-course corrections, may occur quarterly or several times during each calendar year. The City Council may request a self-evaluation by the EMPLOYEE and evaluations by Executive Staff and direct reports to the City Manager to provide a more comprehensive review.

b. In January of every other year, EMPLOYEE shall notify the Mayor and City Council in writing of the requirement for an evaluation of his position. The Mayor shall then agendize before the City Council the timing of such evaluation. The EMPLOYEE and City Council will create goals or other outcome measures that will provide the basis for determining next year's performance. The City Council and EMPLOYEE shall define such goals and performance objectives as they mutually determine are necessary for the proper operation of the CITY for the attainment of the City Council's policy objectives, and the City Council and EMPLOYEE shall further establish a relative priority among these goals and performance objectives.

6. Termination. The following provisions apply to any termination of employment by CITY:

a. EMPLOYEE is an at-will employee who may be terminated for any or no reason. In the event EMPLOYEE is terminated for any reason prior to the expiration of the employment term, except as set forth in subsection 6c, CITY shall pay EMPLOYEE a cash payment equivalent to his annual salary as referenced in Section 2, subpart a of this

Agreement; provided, however, that such severance payment shall be contingent on EMPLOYEE first executing a release and waiver of all rights to sue the CITY or any city employee or official, which release and waiver shall be drafted by the city attorney. Termination does not include EMPLOYEE's retirement, death or incapacity due to injury or illness, or resignation unless subsection (e) below applies.

b. CITY shall reimburse EMPLOYEE for the premiums for EMPLOYEE's medical and dental benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) coverage for the same number of months for which EMPLOYEE is entitled to a lump sum cash payment under subsection 6a, or until EMPLOYEE either secures full-time employment or obtains other health insurance coverage, whichever of these events occurs first. EMPLOYEE shall notify CITY within five (5) days of securing new full-time employment or acquiring health insurance coverage.

c. In the event EMPLOYEE is terminated for cause or malfeasance (meaning an arrest for a felony or crime involving the abuse of office or position as defined in California Government Code section 53243.4 or documented serious violation of the CITY's harassment policy or other established rule or regulation of CITY), CITY shall have no obligation to pay the severance, or allow any other benefits set forth in subsections 2c, 2d, 2e, 2g, 6a or 6b.

d. If EMPLOYEE is convicted of a crime involving an abuse of his or her office or position as defined in California Government Code section 53243.4, then EMPLOYEE shall reimburse CITY for any paid leave, criminal defense, or cash settlement as set forth in Article 2.6 of Title 5 of the California Government Code. In addition, CITY shall have no obligation to pay the severance, or allow any other benefits set forth in subsections 2c, 2d, 2e, 2g, 6a or 6b.

e. EMPLOYEE may be removed only by a vote of at least three members of the City Council, and may not be removed from office within 90 days of any general municipal election held in the CITY at which election a member of the Council is elected. EMPLOYEE waives the protections of Sections 2.04.310 through 2.04.360 of the San Pablo Municipal Code except as specifically set forth in this Agreement.

f. In the event that the City Council formally asks the City Manager to resign, then EMPLOYEE shall be entitled to resign, and still receive the severance benefits subject to section 6.d above, provided EMPLOYEE agrees to the release and waiver requirements of all rights to sue to the CITY or any city employee or official, as provided in subsection 6a above.

7. Resignation. If EMPLOYEE voluntarily resigns from the position of City Manager, EMPLOYEE will provide CITY with a minimum of thirty (30) days written notice. During the period subsequent to the Notice of Resignation, EMPLOYEE, shall continue to discharge duties as City Manager.

8. Notices. Any notices required by this Agreement shall be either given in person or by first class mail with the postage prepaid and addressed as follows:

CITY: Mayor
City of San Pablo
1000 Gateway Avenue
San Pablo, CA 94806

EMPLOYEE: Raymond M. Rodriguez
At his then-current address on file with CITY.

9. Indemnification. EMPLOYEE shall be considered and treated as an employee of the City. CITY shall defend, indemnify, and hold EMPLOYEE harmless for any acts and omissions arising out of or connected in any way with EMPLOYEE'S performance

of job duties, and Government Code section 825 shall specifically be deemed applicable. City may conduct such defense reserving the rights of City not to pay the judgment, compromise or settlement until it is established that the injury arose out of the act or omission occurring with the scope of EMPLOYEE's employment with the CITY. CITY is required to pay the judgment, compromise or settlement only if established that the injury arose out of act or omission occurring in the scope of EMPLOYEE'S employment as an employee of CITY. Nothing in this Agreement authorizes or obligates CITY to pay that part of any clam or judgment that is for punitive or exemplary damages, which may only be authorized pursuant to Government Code section 825 et seq.

10. Miscellaneous Provisions.

a. This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in the agreement has been or is relied on by any party hereto. If any sections, subsections, sentences, clauses, phrases or portions of this Agreement are for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council declares it would have passed this and each section, subsection, phrase or clause of this Agreement whether or not any one or more sections, subsections, phrases or clauses may be declared invalid or unconstitutional on their face or as applied.

b. The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

c. This Agreement shall be binding upon and inure, where applicable, to the benefit of the heirs at law and executor of EMPLOYEE.

d. This Agreement shall not be assigned or subcontracted by either party without the consent of the other party. Consent may be denied for any reason or no reason at all.

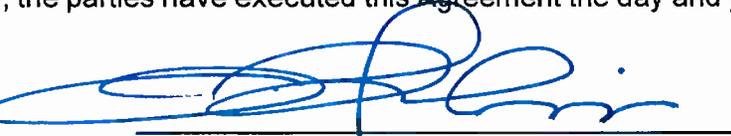
e. Should any provision, section, or subsection of this Agreement be declared invalid or unenforceable by any court of competent jurisdiction, such ruling shall not affect any other provision hereof, and the unaffected provisions shall remain in full force and effect.

f. This Agreement may be amended only in writing.

g. This Agreement shall be governed by the laws of the State of California with venue for any action in state court in Contra Costa County, unless the parties agree otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

DATED: 3-22, 2022



Raymond M. Rodriguez

DATED: 3-30, 2022

CITY OF SAN PABLO
A general law city

BY: Rita C. Xavier
Rita Xavier, Mayor

APPROVED AS TO FORM:

BY: Sarah J. Muroff (PROXY)
FOR Lynn Tracy Nerland, City Attorney

ATTEST:

BY: Dorothy Gantt
Dorothy Gantt, City Clerk

RESOLUTION 2019-085

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO SUPERSEDING RESOLUTION 2018-089 AMENDING THE SCHEDULE OF BENEFITS FOR THE CONTRACT EMPLOYEES GROUP TO PROVIDE A THREE PERCENT (3%) SALARY INCREASE FOR THE CITY MANAGER AND CITY ATTORNEY AND INCLUDING AN OPTION FOR USE OF A CITY-PROVIDED CELL PHONE IN LIEU OF A CELL PHONE STIPEND AT THE CONTRACT EMPLOYEE'S DISCRETION

WHEREAS, the City of San Pablo desires to memorialize in a single Resolution the benefits and compensation provided to Contract Employees;

WHEREAS, the City of San Pablo's Contract Employees group consists of the following positions:

- City Manager and
- City Attorney;

WHEREAS, the above positions are considered a group because they share similarities in job duties or are otherwise a logical work-related grouping;

WHEREAS, under Government Code section 54953, to ensure transparency in the consideration of the salary and benefits for the City's executives, before taking final action the City Council did orally report a summary of the recommended action regarding their salary and benefits;

WHEREAS, per the requirement above, the following changes to compensation and benefits for the City's contract employees are included in the revised Schedule of Benefits for this group and were orally reported and no other provisions have been changed:

1. 3% COLA that would be effective July 1, 2019. Note: that automatic yearly COLA adjustments for the contract employees are not proposed; and any future annual COLA increases will require City Council consideration.
2. Provide the option for Contract employees to either be provided with a City cell phone for City business or receive a cell phone stipend for use of their personal device for City business.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Pablo authorizes the following Schedule of Benefits for the Contract Employees group:

SECTION 1. PURPOSE AND APPLICATION

The purpose of this Resolution is to set forth the benefits and additional compensation for the Contract Employees of the City of San Pablo ("City"). This Resolution is not intended to amend or alter the current benefits provided to the Contract Employees Management group, except as to the option to have a City cell phone for City use or accept a cell phone stipend. The City Council retains all rights and authority to amend, reduce, or eliminate benefits and additional compensation in its sole and absolute discretion.

This Resolution shall be applicable to the following Contract Employees:

- A. City Manager
- B. City Attorney

SECTION 2. HEALTH BENEFITS

Employee shall receive medical and dental benefits for himself and dependent family members, as follows:

A. Medical Insurance

The City is a participating employer in the Public Employees' Medical and Hospital Care Act (PEMHCA), the medical insurance program sponsored by CalPERS. Upon the City's adoption of the amendment to the City's contract with CalPERS for PEMHCA participation, the maximum City contribution per month for medical insurance for each active employee and each qualifying annuitant enrolled in CalPERS health insurance through the City shall be the minimum employer contribution as determined by CalPERS.

B. Flexible Benefit Plan

The City maintains a Flexible Benefit Plan that constitutes a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code. The Flexible Benefit Plan allows active employees to pay for actual medical plan premiums and other qualified expenses on a pre-tax basis.

Effective July 1, 2019, the City will contribute, on behalf of each eligible employee enrolled in City-provided health insurance, solely for the purchase of medical insurance coverage that is affordable and provides minimum essential coverage as defined by the Affordable Care Act, an amount up to:

- ninety percent (90%) of the premium for the employee's selected, City-provided group health insurance plan at the selected level of coverage up to the amount equal to ninety percent (90%) of the selected level of coverage for the Kaiser plan;
- minus the City's minimum, monthly employer contribution required for participation in PEMCHA paid separately by the City to CalPERS.

C. In Lieu or Dual Medical Coverage

In the event employee elects to waive participation in City-provided health insurance due to coverage in a group health plan from another source (e.g. spouse, parent, etc.), employee shall receive the appropriate in-lieu amount:

- \$500.00 – Family coverage or two-party coverage
- \$350.00 – Single party coverage

The employee may receive the in-lieu amount in cash (taxable) or they may elect to contribute the in-lieu amount (not taxable) towards the 457 ICMA Deferred Compensation Plan as a supplemental retirement benefit.

To elect this option, employee shall demonstrate that he or she is adequately covered at the applicable level of coverage by another source of group health insurance. If an employee loses primary coverage, he or she shall be covered by the City health plan as soon as possible, in accordance with CalPERS regulations and this schedule of benefits.

The City's obligation to pay the in lieu amount may be conditioned upon the employee providing reasonable evidence and attestation that the employee and all individuals in the employee's expected tax family have alternate minimum essential coverage for every plan year in which the employee receives the in lieu amount, in accordance with IRS requirements for an eligible opt out program.

The City shall not pay the in lieu amount if the City knows or has reason to know that the employee or individual in the employee's tax family does not have qualifying alternate coverage.

D. Dental Plan

If the employee enrolls in the City-provided dental insurance plan, the City will contribute through the Flexible Benefit Plan the full premium for dental insurance coverage (which includes a 50/50 orthodontia plan for children only with three thousand dollars (\$3,000) maximum) for employee and eligible dependent family members.

Reimbursable Expenses and Flexible Spending Account

The City provides a Flexible Spending Account (FSA), which allows employee to contribute a portion of regular earnings to pay for qualified dependent care and medical expenses before earnings are subject to payroll taxes, in accordance with IRS regulations.

The City will contribute to the Flexible Spending Account the amounts listed below based on the assumption that the following arrangement falls within the IRS guidelines:

\$450.00 for 1/1/19 through 12/31/19

\$450.00 for 1/1/20 through 12/31/20

\$225.00 for 1/1/21 through 06/30/21

E. Proration

If the employee is authorized to work at a reduced schedule (at least thirty (30) hours per week or eighty percent (80%) of the normal work schedule) the employee shall receive prorated benefits, including vacation, sick leave, other leave, medical, dental, and vision premiums, in-lieu payout and other reimbursable expense amounts.

In-lieu medical and vision care and other reimbursable expense amount, including this Flexible Spending Account contribution, will be prorated.

In accordance with IRS regulations, any unused amounts contributed to the FSA shall not be reimbursed to employee should employee fail to submit proof of eligible reimbursable expenses during a calendar year. However, up to five hundred dollars (\$500) of unused amounts remaining at the end of a plan year in a health FSA may be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year. All other unused amounts in an employee's FSA cannot be rolled over to the next calendar year.

F. Health Club

City shall pay 50% of the cost of the City Manager's individual membership in the local YMCA or similar health club, with such payments ceasing on the last day of employment.

SECTION 3. EMPLOYEE ASSISTANCE PROGRAM

The City will provide an Employee Assistance Counseling Program.

SECTION 4. DISABILITY AND LIFE INSURANCE

The City shall continue to provide a long term disability benefit for employee covering two-thirds (2/3) of monthly salary up to a maximum amount specified by the plan, after a thirty (30) day qualification period.

The City shall pay premiums for a two hundred thousand dollars (\$200,000) life insurance policy for employee. An additional Life Insurance policy shall be made available to dependents of the employee, as mandated by the existing Life Insurance Program, at the total expense of the employee.

SECTION 5. VACATION

A. Accrual

Employee shall accrue vacation at the rate of 150 hours per year.

B. Use of Vacation

The City Manager and City attorney, due to the needs of the service, may be unable to utilize said accrued vacation. Therefore, the City Manager and City Attorney shall be permitted to carry over any unused vacation.

In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation shall be extended accordingly.

Should employee terminate employment, Employee shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

Should employee become ill or injured during his vacation, he may request that the time be deducted from his earned sick leave and the vacation period be re-scheduled at a later date, or be extended.

C. Vacation Cash Out

Employees hired before July 1, 2017, with a minimum vacation accrual balance of one hundred fifty (150) hours may elect to convert between one (1) work day and one (1) work week (in accordance with the employee's assigned work schedule) of accrued, unused vacation leave to cash.

Employees hired on or after July 1, 2017 with a minimum of ten (10) years of service with the City of San Pablo, and with a minimum vacation accrual balance of one hundred fifty (150) hours, may elect to convert between one (1) work day and one (1) work week (in accordance with the employee's assigned work schedule) of accrued, unused vacation leave to cash.

Conversion shall be subject to an employee's irrevocable election, in December of the year prior to the cash-out, of hours to be accrued in the following year. In compliance with IRS code, employees must choose by the last business day of each year to elect or opt out of pay in lieu of vacation time off for the following year by using the Request for Pay in Lieu of Vacation Leave form. Payment of converted hours shall occur in the first pay period of the following fiscal year. Employees who did not elect pay in lieu of vacation time off by the last business day of the prior year will not be able to cash out any vacation in the following calendar year. All vacation cash outs will be taxed at the supplemental tax rate in accordance with IRS code.

If insufficient vacation hours exist to meet the annual pay in lieu election, only the remaining available elected vacation hours will be paid out.

SECTION 6. SICK LEAVE

A. Accrual

Sick Leave with pay shall be accrued at the rate of 7.5 hours per each calendar month of service.

Sick Leave shall not be considered as a privilege which employee may use at his/her discretion, but shall be allowed only for the purposes listed below.

Unused sick leave shall be accumulated at the rate of 96 hours per year, without a cap on accrual.

Employees who are authorized to work on a reduced work schedule shall accrue sick leave in the amount proportionate to the ratio of scheduled work hours of the standard workweek.

Employee shall be granted six days (45 hours) of sick leave upon commencement of service.

B. Usage

Employee shall be allowed sick leave pay on the following basis:

1. Absence from duty due to exposure to a contagious disease where a doctor requires quarantine;
2. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling;
3. For an employee who is a victim of domestic violence, sexual assault, or stalking to: a) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or b) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety; and
4. Absence due to pregnancy disability, childbirth, or a medical condition related to pregnancy.

The right to benefits under the Sick Leave plan shall continue only during the period that the City employs the employee. This plan will not give any employee the right to be retained in the service of the City or any right of claim to sickness disability benefits after separation from the services of the City, and shall have no cash value at separation.

To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. If the employee is required to be absent on sick leave for more than one (1) day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave.

Employees must provide a physician's certification for any sick leave absence that occurs after the employee has used twenty-four (24) hours, or three (3) work days' worth of sick leave, whichever is greater, that involves the illness of the employee or family member.

Employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter. In the event an employee is on sick leave for three days or longer, or in the event of family medical leave, excessive use of sick leave, or sick leave abuse, a supervisor may require a written physician's statement confirming that the employee's illness or disability prevents him or her from attending work, and the anticipated duration of absence. The City may require that an employee undergo a medical examination by a physician chosen by the City after an absence of twenty-four (24) hours, or three (3) work days, whichever is greater, to determine an employee's fitness for work after an absence from work due to a non-job related injury or illness. In the case of absence due to a contagious disease, the employee will be required to present a medical release before s/he may return to work.

Upon depletion of accumulated sick leave, employee may request leave of absence without any pay for a period not to exceed sixty (60) calendar days, subject to the approval of the City Council. If employee is unable to return to work at the end of this period, he must request further unpaid leave, which will be subject to the approval of the City Council. If further leave is granted, employee must notify the City of his intent to return to work, no later than every thirty (30) days. If further leave is not requested, employee may be subject to dismissal.

Time off for employee illness shall be charged to sick leave and not to vacation or administrative leave, unless, and until all available sick leave has been exhausted

SECTION 7. BEREAVEMENT LEAVE

Upon death of an immediate family member (spouse or registered domestic partner and children/stepchildren (including foster children, legal wards, or children to whom the employee stands in loco parentis, regardless of age or dependency status), parents/stepparents (including a foster parent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), brothers, sisters, grandparents, mother/father in-law, and grandchildren); bereavement leave with pay for a period not to exceed one (1) full workweek,

shall be granted. Employee shall inform the City of the name and relationship of the person who died.

SECTION 8. FAMILY CARE LEAVE

City shall provide Family Care Leave and Pregnancy Leave in compliance with and in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA), the California Family Rights Act of 1993 (CFRA), and California Pregnancy Disability Leave (PDL) provided under the Fair Employment and Housing Act.

SECTION 9. ADMINISTRATIVE LEAVE

In recognition of the requirement that employee works in excess of a normal work week, including night meetings of the City Council, various Boards and Commissions and ad hoc committees, one hundred twelve and one-half (112.50) hours of administrative leave shall be granted at the beginning of the next fiscal year, and each fiscal year thereafter.

Any unused balance of Administrative Leave available as of 12:00 midnight, June 30th, shall be forfeited. Accrued, unused administrative leave shall have no cash value and shall not be subject to cash out during or upon separation from employment.

SECTION 10. HOLIDAYS

The following guaranteed Holidays shall be observed by the City:

- January 1 - New Year's Day
- 3rd Monday in January - Martin Luther King's Birthday
- 3rd Monday in February - Washington's Birthday
- Last Monday in May - known as Memorial Day
- July 4 - Independence Day
- 1st Monday in September - known as Labor Day
- Second Monday in October - Known as Columbus Day
- November 11 - Veterans' Day
- 4th Thursday in November - Known as Thanksgiving Day
- Day after Thanksgiving Day
- December 24 - Day before Christmas Day (Christmas Eve Day)
- December 25 - Christmas Day
- December 31 - New Year's Eve

The value of each holiday shall be 9.375 hours.

In honor of Cesar Chavez, one floating holiday of 9.375 hours shall be credited to accumulated vacation time on each July 1st.

Should an observed holiday fall on a Friday, City offices will be closed on a Thursday.

The City reserves the right to close City department offices approximately between the Christmas and New Year holidays, with exact dates of the closure to be determined by the City Manager. Employees in departments affected by the closure may use vacation, Compensatory Time Off, Administrative Leave, or unpaid leave on the non-holiday closure days on which they are scheduled to work.

The holiday closure schedule will be provided to employees by October 1st for the following calendar year.

SECTION 11. RETIREMENT AND SURVIVOR BENEFITS

A. PERS Contributions

Non-Safety Tier One Pension:

1. **Formula**: The City shall provide the full formula of two and one half percent (2.5%) at age 55 calculated on the single highest year for local miscellaneous members considered "classic" members of CalPERS.
2. **Member Contribution**: Employee, in Non-Safety Tier One Pension, shall pay the statutory member contribution required by CalPERS, in addition to the cost share requirement described below.
3. **Employee Cost Sharing**: Employee, in Non-Safety Tier One pension, is required to pay two and three-tenths percent (2.3%) of reportable compensation toward the employer contribution for pension in accordance with Government Code Section 20516(a)-Employees Sharing Cost of Additional Benefits) for the pension formula enhancement to 2.5% at 55.
4. **Survivor Benefits**. The City shall provide the Third Level of 1959 Survivor's Benefit for Non-Safety Tier One and Tier Two employees, a benefit for survivors of the employee who is actively employed at the time of death.

B. Retiree Health Savings Account

1. Employees, who retire under service retirement as regulated by the Public Employees' Retirement System, will receive medical coverage as specified by this section. The City shall pay the minimum monthly employer contribution as determined by CalPERS and required under Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each qualifying annuitant enrolled in CalPERS health insurance through the City.
2. **Monthly Supplemental Allowance for Qualifying Employees:**

In addition to paying on behalf of employee the minimum monthly employer PEMHCA contribution as determined by CalPERS, the City shall provide a monthly supplemental allowance to a Retiree Health Savings Account (RHSA) to employee if he/she retires under service retirement as regulated by the Public

Employees Retirement System, in the following amount:

- a. The monthly supplemental allowance is limited to the cost of medical and dental plans for the level of coverage selected by the annuitant (1-party, 2-party, or family) which the employee is enrolled in at the time of retirement, less the City required minimum employer contribution paid directly to CalPERS on behalf of the qualifying annuitant.
 - b. The allowance shall be increased if the cost of such plans increase. The annuitant shall receive only the amount for the plan and level of coverage selected at the time of retirement. Although nothing in this section shall prevent retiree from changing health plans, any such change in health plans shall not result in a higher monthly supplemental allowance.
 - c. In the event that the qualified annuitant enrolls in a lower level of coverage within a City health insurance plan, the City's contribution shall be reduced to the cost of the lower level of coverage.
3. To be eligible for the monthly supplemental allowance, retiree must meet the following conditions:
- a. The City Manager shall have served with the City for at least five (5) consecutive years immediately prior to retirement, and must retire directly (within one hundred and twenty (120) days) following separation from City.
 - b. The City Attorney shall have served with the City for at least (10) consecutive years immediately prior to retirement, and must retire directly (within one hundred and twenty (120) days) following separation from City.
 - c. The employee shall have been enrolled in the City's medical and dental plans, for one (1) full year prior to retirement.
4. The City shall pay the monthly supplemental allowance for life of retiree, or if retiree has died, to the retiree's spouse or registered domestic partner. For these purposes, the retiree's spouse/registered domestic partner is defined as the individual that the retiree is married to or in a registered domestic partnership with at the time of application for retirement, unless subsequently divorced or partnership dissolved. It shall be the responsibility of the retiree to notify the City for any marital status change (e.g. death of a spouse, divorce, legal separation, etc.) at which point coverage for the spouse or registered domestic partner shall cease. The City reserves the right to collect the amount over and above the monthly supplemental allowance issued to the retiree, due to failure on the part of the retiree to notify the City regarding the change in marital status. The City shall collect said amounts under the normal collection process which may include utilization of a collection agency and/or Small Claims Court, or any legal administrative remedy. If the retiree remarries, the monthly supplemental allowance will not increase to include the cost of the new spouse, registered domestic partner, or family.

The City shall pay the Monthly Supplemental Allowance to the HRA for the annuitant until any of the following conditions occur:

- a. retiree receives medical coverage from another source (e.g. other employment, spouse), or
- b. retiree dies.

The City's obligation to pay the monthly supplemental allowance is conditioned upon a signed declaration under penalty of perjury, by the retiree and/or spouse or registered domestic partner on a form provided by CalPERS once each year, that confirms the retiree's and/or spouse or registered domestic partner is not enrolled in medical or health insurance coverage or in-lieu payments from another source during that same time period.

To receive the monthly supplemental allowance for the calendar year of retirement, the retiree must file an initial eligibility form with the City at the time and in the manner prescribed by the City. For each subsequent calendar year, the retiree must file an eligibility form with the City by November 30th of the preceding year or at a later date prescribed by the City. City will terminate the monthly supplemental allowance until such time the declaration is received. The supplemental allowance shall resume on a prorated basis upon receipt of the required declaration. No retroactive payments shall be made.

Should retiree lose coverage from the other source (employment, spouse), the monthly supplemental allowance will resume upon receipt of the required declaration, and will continue only until any of the above listed events (a-b) occur.

The Monthly Supplemental Allowance is subject to applicable Federal and State Income Tax regulations.

SECTION 12. COST OF LIVING INCREASES AND LONGEVITY

- A. Effective July 1, 2019, there will be a three percent (3%) cost of living increase.
- B. The employee shall receive longevity pay based on years of service with the City, as follows:
 1. Upon completion of fifteen (15) years of continuous service with the City of San Pablo, the employee shall receive an additional three percent (3%) of base salary as a longevity incentive.
 2. Upon completion of twenty (20) years of continuous service with the City of San Pablo, the employee shall receive an additional two percent (2%) of base salary for a total of five percent (5%) base salary as a longevity incentive.

3. Upon completion of twenty-five (25) years of continuous service with the City of San Pablo, the employee shall receive additional two percent (2%) of base salary for a total of seven percent (7%) base salary as a longevity incentive.

SECTION 13. CELL PHONE USE

Employee shall receive a monthly cell phone stipend in the amounts set forth in the City's cell phone stipend policy or be provided with a City-provided cell phone at the employee's choice. The employee shall only be authorized to receive one or the other, but not both benefits.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this Resolution is effective July 1, 2019, and supersedes the Schedule of Benefits established by Resolution 2018-089 and that the City Council of San Pablo authorizes implementation of the Schedule of Benefits as set forth above in addition to the benefits included in the current, individual employment agreements for the City Manager and City Attorney respectively.

ADOPTED this 3rd day of June, 2019, by the following votes:

AYES:	COUNCILMEMBERS:	Pineda, Xavier, Pabon-Alvarado, Cruz and Kinney
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None

ATTEST:



Patricia Ponce, City Clerk

APPROVED:



Rich Kinney, Mayor

City of San Pablo

CONTRACT EMPLOYEES

Effective July 1, 2019

	Step A	Hrly Rate	Step B	Hrly Rate	Step C	Hrly Rate	Step D	Hrly Rate	Step E	Hrly Rate
City Manager	-	-	-	-	-	-	-	-	21,535	132.52
City Attorney	-	-	-	-	-	-	-	-	20,085	123.60



ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in June 2020. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2020.

The mission of ICMA is to advance professional local government through leadership, management, innovation, and ethics. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1. We believe professional management is essential to efficient and democratic local government by elected officials.

Tenet 2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities in order to uphold local government professionalism.

Tenet 3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their position and profession, the integrity of their local government, and in their responsibility to uphold the public trust.

Length of Service. For chief administrative/executive officers appointed by a governing body or elected official, a minimum of two years is considered necessary to render a professional service to the local government. In limited circumstances, it may be in the best interests of the local government and the member to separate before serving two years. Some examples include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or significant personal issues. It is the responsibility of an applicant for a position to understand conditions of employment, including expectations of service. Not understanding the terms of employment prior to accepting does not justify

premature separation. For all members a short tenure should be the exception rather than a recurring experience, and members are expected to honor all conditions of employment with the organization.

Appointment Commitment. Members who accept an appointment to a position should report to that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time. However, once a member has accepted a formal offer of employment, that commitment is considered binding unless the employer makes fundamental changes in the negotiated terms of employment.

Credentials. A member's resume for employment or application for ICMA's Voluntary Credentialing Program shall completely and accurately reflect the member's education, work experience, and personal history. Omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a position should show professional respect for persons formerly holding the position, successors holding the position, or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report possible violations to ICMA. In reporting the possible violation, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members shall not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position that has an incumbent who has not announced his or her separation or been officially informed by the appointive entity that his or her services are to be terminated. Members should not initiate contact with representatives of the appointive entity. Members contacted by representatives of the appointive entity body regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

Relationships in the Workplace. Members should not engage in an intimate or romantic relationship with any elected official or board appointee, employee they report to, one they appoint and/or supervise, either directly or indirectly, within the organization.

This guideline does not restrict personal friendships, professional mentoring, or social interactions with employees, elected officials and Board appointees.

Influence. Members should conduct their professional and personal affairs in a manner that demonstrates that they cannot be improperly influenced in the performance of their official duties.

Conflicting Roles. Members who serve multiple roles – either within the local government organization or externally – should avoid participating in matters that create either a conflict of interest or the perception of one. They should disclose any potential conflict to the governing body so that it can be managed appropriately.

Conduct Unbecoming. Members should treat people fairly, with dignity and respect and should not engage in, or condone bullying behavior, harassment, sexual harassment or discrimination on the basis of race, religion, national origin, age, disability, gender, gender identity, or sexual orientation.

Tenet 4. Serve the best interests of the people.

GUIDELINES

Impacts of Decisions. Members should inform their governing body of the anticipated effects of a decision on people in their jurisdictions, especially if specific groups may be disproportionately harmed or helped.

Inclusion. To ensure that all the people within their jurisdiction have the ability to actively engage with their local government, members should strive to eliminate barriers to public involvement in decisions, programs, and services.

Tenet 5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.

Tenet 6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.

Tenet 7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

Tenet 8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

GUIDELINES

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

Tenet 9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

GUIDELINE

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

Tenet 11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

GUIDELINE

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

Tenet 12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

GUIDELINES

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on "Confidential Information"). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member's family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. In any instance where there is a conflict of interest, appearance of a conflict of interest, or personal financial gain of a member by virtue of a relationship with any individual, spouse/partner, group, agency, vendor or other entity, the member shall disclose the relationship to the organization. For example, if the member has a relative that works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements,

marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.