

CITY MANAGER EMPLOYMENT AGREEMENT

[AS AMENDED NOVEMBER 17, 2014]

[AS AMENDED JUNE 18, 2018]

THIS AMENDED AGREEMENT is entered into this 18th day of June 2018, by and between Raymond M. Rodriguez (hereinafter referred to as "EMPLOYEE") and the City of San Pablo (hereinafter referred to as "CITY").

CITY and EMPLOYEE entered into an employment agreement on March 30, 2010, under which EMPLOYEE serves as CITY'S city manager;

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. 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.

c. 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, 2018, following a 3% cost of living increase, EMPLOYEE'S annual salary shall be \$250,897. 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. 2018-089, "Resolution of the City Council of the City of San Pablo Amending the Salary and Compensation for the Contract Employees Group," attached hereto as Exhibit A, as it may be amended and except as set forth specifically in this Agreement, in which case the terms of 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 January 1, 2015, CITY shall annually match EMPLOYEE'S contribution to his ICMA 457 deferred compensation account. The total maximum annual contribution to such account, as of January 1, 2018, as established by IRS regulations, is \$18,500 per calendar year. As of the date of this agreement, the maximum CITY contribution therefore, is \$9,250 per calendar year.

e. Information Technology Allowance. CITY shall pay EMPLOYEE an information technology allowance of \$750.00 each odd-ending fiscal year period.

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 ICMA and 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 at a cost not to exceed \$15,000 to be expended by June 30, 2021.

4. Code of Ethics. The parties acknowledge that the City Manager is a member of the International City Management Association ("ICMA"). The Parties mutually desire that the City Manager 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 City Manager any order or direction that would require the City Manager to violate the ICMA Code of Ethics.

5. Performance Evaluation. Performance evaluations are an important way for the City Council and the City Manager to ensure effective communications about expectations and performance. The City Council recognizes that for the City Manager to respond to its needs and to grow in the performance of the City Manager's job, the City Manager needs to know how the City Council Members evaluate the City Manager's performance.

a. To assure that the City Manager gets this professional feedback, the City Council shall conduct an evaluation of the City Manager's performance at least once every two-year period. The City Council and the City Manager agree that performance evaluations, for the purpose of mid-course corrections, may occur quarterly or several times during each calendar year.

b. In January of each year, the City Manager shall notify the Mayor and City Council in writing of the requirement for an annual evaluation of his position. The Mayor shall then agendize before the City Council the timing of such evaluation. The City Manager 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 the City Manager 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 the City Manager 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.

b. CITY shall pay 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, 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 next succeeding the date 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 he 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, he will provide CITY with a minimum of thirty (30) days written notice. During the period subsequent to the Notice of Resignation of EMPLOYEE, he shall continue to discharge his 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
13831 San Pablo Avenue
San Pablo, CA 94806

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

9. Entire Agreement. 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 Agreement. 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.

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

DATED: 6/21, 2018



Raymond M. Rodriguez

DATED: 6/19, 2018

CITY OF SAN PABLO
A general law city

BY: 
Genoveva Garcia Calloway, Mayor

ATTEST:

BY: 
Elizabeth Pabon-Alvarado, City Clerk

RESOLUTION 2018-089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO SUPERSEDING RESOLUTION NO. 2017-160 AMENDING THE SCHEDULE OF BENEFITS FOR THE CONTRACT EMPLOYEES GROUP TO PROVIDE A THREE PERCENT SALARY INCREASE FOR THE CITY MANAGER AND CITY ATTORNEY

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; and,

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; and,

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, except as set forth in the Employment Agreements for each employee:

1. 3% COLA that would be effective July 1, 2018, note that automatic yearly COLA adjustments for the contract employees are not proposed; and any future annual COLA increases will require City Council consideration.

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.

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.

Between January 1, 2018 and June 30, 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 PEMHCA.

The employee health insurance premium cost-share for employees enrolled in Kaiser coverage shall not exceed one hundred and fifty dollars (\$150).

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 1/1/18 through 12/31/18

\$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, 2018, 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 STIPEND

Employee shall receive a monthly cell phone stipend in the amounts set forth in the City's cell phone stipend policy.

NOW THEREFORE, BE IT FURTHER RESOLVED that this Resolution is effective July 1, 2018, and supersedes the Schedule of Benefits established by Resolution 2017-160 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 18th day of June, 2018, by the following vote:

AYES:	COUNCILMEMBERS:	Valdez, Cruz, Kinney, Morris and Calloway
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None

ATTEST:

APPROVED:


Elizabeth Fabon-Alvarado, City Clerk


Genoveva Garcia Calloway, Mayor

ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant
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.
4. Recognize that the chief function of local government at all times is to serve the best interests of all people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
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.
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.
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.
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.
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.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2017.



RESOLUTION 2018-088

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO APPROVING AMENDMENTS TO THE CITY MANAGER EMPLOYMENT AGREEMENT AS TO SALARY AND BENEFITS

WHEREAS, the City of San Pablo and Matt Rodriguez entered into a City Manager Employment Agreement dated March 30, 2010 and effective May 3, 2010 for Mr. Rodriguez to serve as the City Manager for the City of San Pablo ("2010 Agreement");

WHEREAS, the City Council amended the 2010 Agreement on November 17, 2014 to increase the City Manager's salary to \$227,311 and to provide for a performance/retention bonus, matching deferred compensation up to the IRS maximum for a 457 Plan, and an information technology allowance; in addition to health, disability and life insurance; vacation, sick, administrative and other leaves; and retirement and other benefits provided under the 2010 Agreement ("2014 Agreement");

WHEREAS, cost-of-living salary increases were subsequently applied to the City Manager's salary;

WHEREAS, at closed sessions on March 5 and March 27, 2018, the City Council conducted a performance evaluation of the City Manager in closed session;

WHEREAS, on May 7, 2018, the City Council established a Temporary, Ad-hoc Subcommittee of Mayor Calloway and Councilmember Cruz to negotiate amendments to the 2014 Agreement on behalf of the City Council ("Subcommittee");

WHEREAS, at a closed session on June 4, 2018, the City Council directed the Subcommittee to finalize the proposed amendments to the 2014 Agreement, with the assistance of the City Attorney, and to place the matter on the open session agenda at a regular City Council meeting for consideration after the City Council provides an oral summary of the amendments as required by California Government Code section 54953;

WHEREAS, the City Council retains all rights and authority to amend, reduce, or eliminate benefits and additional compensation in its sole and absolute discretion;

WHEREAS, this proposed action is not associated with any particular Council priority and is not a project pursuant to the California Environmental Quality Act; and

WHEREAS, pursuant to Government Code section 54953 and to ensure transparency in the consideration of the salary and benefits for the City's executives, before taking final action at the City Council meeting on June 4, 2018, the City Council did orally report a summary of the proposed amendments to the 2014 Agreement regarding salary and benefits as follows:

1. Salary – Increase the City Manager’s salary by 3% for an annual total of \$250,897. This salary increase has already been budgeted for Fiscal Year 2018/19;
2. Information Technology Allowance – Clarify that the information technology allowance of \$750 is provided every odd-numbered year and not yearly. This allowance has already been budgeted for Fiscal Year 2018/19;
3. Vehicle Allowance –Provide the City Manager with a vehicle allowance of \$500 per month or \$6,000 per year. This amount was not budgeted for FY 2018/19 and would be paid from the City Manager’s Contingency Account for FY 2018/19;
4. Business Expenses – In addition to the Department’s budget for travel and training, provide an additional \$5,000 for a total of up to \$15,000 for the City Manager’s additional professional development to be expended by June 30, 2021. The additional amount has not been budgeted for FY 2018/19, but would be paid from the City Manager’s Contingency Account for FY 2018/19;
5. Performance Evaluation – Amend the requirement for the City Council to conduct annual evaluations of the City Manager to evaluations every two years;
6. Accrued Leave – Allow the City Manager to cash out or convert to deferred compensation 50% of sick leave upon resignation or termination; and continue to allow conversion of 100% of all sick leave upon retirement to service credit pursuant to CalPERS rules. These amounts have not been budgeted and would be paid from the Department’s budget as needed; and
7. Termination provision. As required by State law, include the following provision in the City Manager Employment Agreement:

“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.”

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Pablo authorizes the following:

1. The Mayor to execute the amended City Manager Employment Agreement with the following amendments and as shown on Attachment 1, which is attached and incorporated as the 2018 City Manager Employment Agreement including Exhibits A and B to the Agreement, and shall be effective July 1, 2018:

- a. Salary – Increase the City Manager’s salary by 3% for an annual total of \$250,897.
- b. Information Technology Allowance – Clarify that the information technology allowance of \$750 is provided every other year and not yearly;
- c. Vehicle Allowance –Provide the City Manager with a vehicle allowance of \$500 per month (\$6,000 per year);
- d. Business Expenses –Provide an additional \$5,000 for a total of up to \$15,000 for the City Manager’s additional professional development to be expended by June 30, 2021;
- e. Performance Evaluation – Amend the requirement for the City Council to conduct annual evaluations of the City Manager to evaluations every two years;
- f. Accrued Leave – Allow the City Manager to cash out or convert to deferred compensation 50% of sick leave upon resignation or termination; and continue to allow conversion of 100% of all sick leave upon retirement to service credit pursuant to CalPERS rules; and
- g. Termination provision. Include the following provision:

“In the event EMPLOYEE is terminated for cause or malfeasance, 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.

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.”

2. Implementation of the amendments above in a City Council Resolution approving the Schedule of Benefits for the Contract Employees Group, as to the City Manager, as currently memorialized in Resolution 2017-160 and to be attached as Exhibit B to the City Manager Employment Agreement.

* * * * *

ADOPTED this 18th day of June, 2018, by the following vote:

AYES:	COUNCILMEMBERS:	Valdez, Cruz, Kinney, Morris and Calloway
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None

ATTEST:

APPROVED:

/s/ Elizabeth Pabon-Alvarado
Elizabeth Pabon-Alvarado, City Clerk

/s/ Genoveva Garcia Calloway
Genoveva Calloway Garcia, Mayor