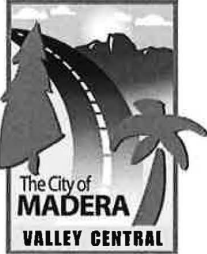
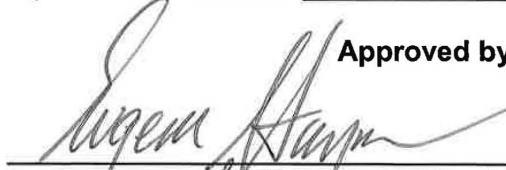


Report to City Council




Council Meeting of November 7, 2018
Agenda Item Number C-9

Approved by:



Department Director



City Administrator

- A. Consideration of a Resolution Amending the Classification Plan to Replace the City Administrator Job Classification with the City Manager Job Classification and Setting the Salary Range for the City Manager
- B. Consideration of a Resolution Approving an At-Will Employment Agreement with Arnoldo Rodriguez to Serve as City Manager of the City of Madera

RECOMMENDED ACTION

It is recommended Council adopt the resolution amending the employee classification plan and setting the salary range for the City Manager classification. It is additionally recommended Council adopt the resolution approving the At-Will Employment Agreement with Arnoldo Rodriguez to serve as City Manager and authorize the Mayor to execute the agreement.

Pursuant to Government Code § 54953 (c) (3), prior to taking action on this item, the Council must publicly announce a summary of the action begin considered.

Announcement - If approved, the proposed City Manager At-Will Employment Agreement would employ Arnoldo Rodriguez as the City Manager effective December 3, 2018 with an annual salary of \$184,723.91. Other terms and conditions of employment are as stated in the employment agreement.

HISTORY

Following the retirement of former City Administrator David Tooley, the City Council began a recruitment using consultant Bob Murray and Associates to find the next individual to lead the City. During the recruitment process, Council provided direction that they desired to modify the job title from the existing City Administrator title to the more common City Manager title. While the name change in and of itself did not require time to change, when the City amends its classification plan it also assigns the classification to the appropriate salary range on the City's overall salary schedule. Now that the recruitment and hiring processes have been completed, the salary range has been determined and the classification plan amendment can be formally adopted.

Working with Bob Murray and Associates, the City Council identified several qualified applicants for initial interviews to fill the City Manager vacancy. Council interviewed six applicants and narrowed that to their top four recommendations. The four remaining candidates were interviewed by a community panel and a staff panel, then re-interviewed by the City Council. Following that process, applicant Arnoldo Rodriguez was the Council's candidate of choice for the City Manager position. The City Council appointed an ad hoc committee consisting of Mayor Andrew Medellin, Mayor Pro Tem Jose Rodriguez and Councilmember Donald Holley to negotiate the terms and conditions of an employment offer with the candidate. Once a conditional offer of employment had been negotiated with Mr. Rodriguez, he completed the remaining steps of the City's hiring process. At this point, the next step to formalize the employment relationship is approval of the employment agreement by the full Council.

SITUATION

The first resolution proposed with this staff report will replace the existing City Administrator job classification with that of City Manager. The proposed job description changes the name of the classification from City Administrator to City Manager; there is no proposed change to the duties and responsibilities of this position. The proposed resolution also sets the salary range to which the position is assigned on the City's overall salary schedule. The specific range being proposed is range 587 which begins at \$159,567.85 per year and tops out at \$203,654.61 per year, spread across six salary steps. Finally, the resolution confirms that the City Manager has all responsibilities and authority granted the former classification of City Administrator by the Madera Municipal Code, City of Madera Personnel Rules and Regulations, City of Madera Administrative Policies, and adopted ordinances and resolutions.

The second resolution proposed with this staff report approves the proposed employment agreement with Arnoldo Rodriguez to serve as City Manager. Mr. Rodriguez was offered and accepted a proposed employment agreement that includes the following provisions:

- Term: 3 years
- Base Salary: Range 587, start at Step 3/D (shown as annual)

Step 0/A	Step 1/B	Step 2/C	Step 3/D	Step 4/E	Step 5/F
159,567.85	167,550.06	175,926.93	184,723.91	193,953.74	203,654.61

- Severance & Termination:
 - Year 1: 12 months' salary and health benefits, paid in 1 lump sum
 - Year 2: 9 months' salary and health benefits, paid in 1 lump sum
 - Year 3: 6 months' salary and health benefits, paid in 1 lump sum
 - Employee may be terminated by majority vote of the City Council
- Paid Leave
For the purposes of vacation accrual and floating holiday credit only, employee will be credited with 8 years of prior public service.

1. Vacation – accrues based on years of service; new City Manager will start with 80 hours credited to his vacation bank. Maximum accrued balance will be 360 hours. Employee also receives an 8-hour credit to vacation each year on the employee's hire anniversary date.
 2. Sick leave – accrues each pay cycle; new City Manager will start with 40 hours credited to his sick leave bank. No cap on accrual. After 5 years of City service, employee may cash-out unused sick leave at positive separation or retirement at the rate of 1% for each year of service to a maximum of 30%. Up to 48 hours of sick leave may be used as family sick leave each calendar year.
 3. Administrative Leave – 40 hours credited each July 1. This leave is not available for carryover or cash-out. New City Manager will receive a pro-rated amount of Administrative Leave for the fiscal year based on start date.
 4. Holidays – The City observes 11 paid 8-hour holidays and 2 paid 4-hour holidays.
 5. Floating Holiday – Employees with 5-9 years of service are credited with 20 hours of Floating Holiday each July 1; employees with 10+ years of City service are credited with 40 hours of Floating Holiday each July 1. This leave is not available for carryover or cash-out.
- Retirement:
 1. CalPERS 2%@60 formula. Employee will pay the full 7% Employee Contribution pre-tax. Employee will pay 2.375% of base pay towards the Employer Contribution through a salary reduction. Employee will pay for the 1959 Survivor Benefit.
 2. Deferred Compensation – The City offers two 457 Deferred Compensation plans for the employee to choose from and the employee may contribute to the plan of their choice. The City does not make contributions to the deferred compensation plan for management employees.
 - If enrolled in the City's health insurance, Employee will contribute 10% of the cost of dependent health care (10% of the difference between single enrollment and the dependent enrollment level of the employee). This will increase to 15% 7/1/19, 20% 7/1/20, and 25% 7/1/21. Current 18/19 City contribution and employee contribution are as follows:

Enrollment Level	Monthly City Contribution	Employee Contribution (10% of dependent premium cost)
Waiver of Coverage	\$300.00	N/A
EE Only	\$740.16	\$0
EE+1	\$1,293.36	\$61.47
EE+Family	\$1,848.63	\$123.16

- City Manager has elected to receive a City-issued smart phone in lieu of a stipend.
- Automobile Allowance for use of personal vehicle: \$350/month.
- Bereavement Leave: In addition to paid leave available, Employee will receive 3 days of leave per fiscal year in the event of the death of a grandparent, parent, spouse, or child.
- Participation in health after retirement: Employee may elect to continue to purchase health insurance from the City for self and dependents until eligible for Medicare. The cost is equal to the premium plus a 2% administrative fee.
- City paid life/AD&D insurance: \$50,000 employee/\$5,000 dependent; employee can purchase additional voluntary life insurance for self, spouse and/or dependents through the City's provider through a payroll deduction.
- Relocation Expenses: Employer shall reimburse Employee the actual cost of moving expenses for household goods from Employee's current residence to a new residence within the Madera City limits. To receive reimbursement, Employee shall produce copies of appropriate receipts documenting direct moving expenses to the City within thirty (30) days of receipt of the bill. Said reimbursement shall not exceed \$8,000.00.
- City will provide the same Long Term Disability benefit as provided to all management employees.

FISCAL IMPACT

The annual base salary proposed for the City Manager is \$184,723.91. Total annual compensation will be dependent on the level of individual health insurance enrollment.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Amendments to the City of Madera classification and compensation plan are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

CITY OF MADERA

CITY MANAGER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under policy direction, serves as the Chief Administrative Officer of the City and directs the activities and operation of all departments; advises and assists the City Council in the conduct of City business; provides administrative oversight to the operational and policy functions of City government; coordinates City business with the various programs, officials and outside agencies; provides a variety of other responsible and complex administrative support to the City Council; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **City Manager** is the highest administrative management level position in the City and has responsibility for the administrative operation of the City departments which may include developing, recommending and implementing policies, program planning, fiscal management, administration and operations of all City functions and services. The incumbent is responsible for accomplishing the City's goals and objectives and for ensuring that the citizens are provided with desired and mandated services in an effective, cost efficient manner.

SUPERVISION RECEIVED/EXERCISED:

Receives policy direction from the City Council. Exercises direct and indirect supervision of all department heads and City staff with the exception of Council appointed positions.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for all City activities, programs and services including directing the development and implementation of goals, objectives, policies and procedures; ensures that established goals and priorities are achieved.
- Provides advice and consultation to the City Council on the development and implementation of City programs and services.
- Directs and participates in the preparation and administration of the City budget.
- Reviews and evaluates program service delivery methods and systems within the City including administrative and support systems and internal relationships; identifies opportunities for improvement and implements changes to standard operating procedures to enhance services.

CITY MANAGER

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- Coordinates the preparation of the agenda for the City Council with the City Clerk; addresses the City Council on behalf of City staff; represents the City Council to employees, community groups, individual members of the public and other governmental agencies.
- Directs the implementation, maintenance and enforcement of City personnel policies and practices as prescribed by the City Council.
- Prepares long-term plans of capital improvements with plans and determines their financing.
- Confers with department heads and managers concerning administrative and operational problems, work plans, and strategic plans; makes appropriate decisions or recommendations.
- Prepares and submits to the City Council reports of finances and administrative activities; keeps City Council advised of financial conditions, program progress, and present and future needs of the City.
- Confers with residents, taxpayers, businesses and other individuals, groups and outside agencies having an interest or potential interest in affairs of City concern.
- Responds to the most difficult complaints and requests for information.
- Selects, supervises, trains and evaluates staff.
- Serves as a resource for the City Council, department personnel, City staff and other organizations; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment.
- Studies systems and procedures and proposes improvements and simplifications; conducts continuous research in administrative practices and recommends to the City Council those practices which will produce greater efficiency and economy in operations.
- Coordinates various City activities with other governmental agencies and outside organizations.
- Performs all duties as may be prescribed by City Council action; directs the preparation of plans and specifications for work which the City Council orders.
- Attends and participates in professional and community meetings as necessary; stays current on issues relative to public administration and relative service delivery responsibilities; responds to and resolves sensitive and complex community and organizational inquiries and complaints.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer

CITY MANAGER

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keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **City Manager**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of directly related experience at an administrative, management or staff level in municipal government with at least two years as a manager or supervisor, and a Bachelor's degree in public administration, planning, business administration, public finance or a related field. A Master's degree in public administration is highly desirable.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Modern public administrative methods and procedures, organizations and functions; current social, political, and economic trends and operating problems of municipal government; principles and practices of municipal budgeting and finance; local and state legislative processes; applicable federal and state laws, rules and regulations regarding local government operations; principals of effective public relations and interrelationships with community groups and agencies, private businesses and firms and other levels of government.

Ability to:

Provide effective leadership and coordinate the activities of a large, full service, municipal organization, including housing and redevelopment and economic development programs; analyze, interpret, summarize and present administrative and technical information and data in an effective manner; appraise situations and people accurately and quickly and adopt an effective course of action; work with and coordinate the activities of administrative officials while encouraging their development as administrators; analyze organizational and administrative problems, adopt an effective course of action, and provide leadership to others in such action; prepare clear and comprehensive written reports; serve effectively as the administrative agent of the City Council; select, supervise, train and evaluate staff; represent the City Council to the general public and representatives of other agencies; facilitate group participation and consensus building; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AMENDING THE EMPLOYEE CLASSIFICATION PLAN ADOPTED BY RESOLUTION No. 00-13 AND
SETTING THE RATE OF COMPENSATION FOR THE CITY MANAGER**

NOW, THEREFORE, the City Council of the City of Madera hereby resolves, finds, and orders as follows:

1. The Employee Classification Plan adopted by Resolution No. 00-13 is hereby amended by the addition of the City Manager classification and removal of the City Administrator classification. The job description for City Manager is on file with the Office of the City Clerk and referred to for more particulars.
2. The City Manager is hereby assigned to City of Madera Schedule M Range 587 as follows:

Step 0/A	Step 1/B	Step 2/C	Step 3/D	Step 4/E	Step 5/F
159,567.85	167,550.06	175,926.93	184,723.91	193,953.74	203,654.61

3. The City Manager classification is hereby granted all responsibilities and authority formerly provided to the City Administrator classification by the Madera Municipal Code, City of Madera Personnel Rules and Regulations, City of Madera Administrative Policies, and adopted ordinances and resolutions.
4. This resolution is effective immediately.

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AT-WILL EMPLOYMENT AGREEMENT WITH ARNOLDO RODRIGUEZ TO SERVE AS CITY MANAGER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City Council of the City of Madera, with the assistance of consultant Bob Murray and Associates, conducted a public recruitment to identify the City's next City Manager; and

WHEREAS, through this process, the City Council identified Arnolando Rodriguez as the candidate of choice to fill the City Manager position; and

WHEREAS, Arnolando Rodriguez desires to fill the position of City Manager with the City of Madera and has completed all required steps of the hiring process; and

WHEREAS, the City Council wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, an Employment Agreement has been negotiated with Mr. Rodriguez that sets out the salary and benefits for the offered position and both parties are in agreement on the terms of the agreement.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The At-Will Employment Agreement between the City of Madera and Arnolando Rodriguez to serve as City Manager, a copy of which is on file with the Office of the City Clerk and referred to for more particulars, is approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

CITY MANAGER AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 7th day of November, 2018, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Arnoldo Rodriguez (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Arnoldo Rodriguez as City Manager for the City of Madera; and

WHEREAS, it is the desire of the City Council of the Employer, hereinafter called "Council", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said City Manager; and

WHEREAS, Arnoldo Rodriguez desires to be employed as City Manager for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

- A. The term of this Agreement shall be three (3) years from December 3, 2018. The Employer will provide written notice to the Employee on or before September 4, 2021 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.
- B. The City Manager shall at all times serve at the pleasure of the Council. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time after the effective date of this Agreement, from his position with Employer, upon two (2) month's advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to:
- Twelve (12) months' aggregate salary and health benefits if terminated within 12 months of the effective date of this agreement (Year 1);
 - Nine (9) months' aggregate salary and health benefits if terminated during months 13-24 following the effective date of this agreement (Year 2); or
 - Six (6) months' aggregate salary and health benefits if terminated during months 25-36 following the effective date of this agreement (Year 3).

Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Council that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

- A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the City Manager Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Council may from time to time assign.
- B. The City Manager is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager.

- C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.
- D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.
- E. In the event the Employee becomes mentally or physically incapable of performing the City Manager job duties, the Employer will comply with the law in regard to separating the City Manager from employment.

Section 4: PERFORMANCE EVALUATION

The Council shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Council. Specific criterion may be added or deleted as the Council may collectively determine.

Section 5: SALARY

Employer agrees to pay the City Manager for his services rendered pursuant hereto a base salary of \$7,104.77 per pay period (City of Madera Salary Schedule M, Range 587 Step D), payable in installments at the same time as the majority of the Employer's employees. The Council may review and adjust said base salary annually thereafter in such amounts and to such extent as the Council determines. Said salary reviews will be conducted annually on the Employee's anniversary date.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to reduce his salary in an equivalent amount. Employee's salary as set pursuant to the terms of this Agreement shall be reduced by 2.375% for reasons stated above.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

For purposes of vacation accrual and floating holiday credit only, employee will be credited with eight (8) years of prior public service.

1. Vacation

Employee will be credited with a vacation balance of eighty (80) hours on his date of hire. Employee will earn vacation credits, dependent upon the number of years of service credit with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee upon retirement, resignation or termination.

COMPLETED YEARS = NUMBER OF HOURS RECEIVED PER PAY PERIOD

0 through 4 yrs.	3.6923 hrs. per pay period
5 through 9 yrs.	4.6156 hrs. per pay period
10 through 14 yrs.	5.5384 hrs. per pay period
15 through 19 yrs.	6.1538 hrs. per pay period
20 plus yrs.	6.4615 hrs. per pay period

The maximum vacation Employee is allowed to accumulate is 360 hours.

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year and is in addition to the above accrual schedule.

2. Sick Leave

Employee will be credited with a sick leave balance of forty (40) hours on his date of hire. Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

Employee may cash out sick leave at the rate of 1% a year for each year of service up to a maximum of 30% for 30 years. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. The cash out provision of sick leave pertains only to retirements and positive

terminations. Negative terminations (discharge) are not eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

3. Family Sick Leave

Sick Leave may be used up to the limit of forty-eight hours each calendar year:

- 3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - 3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - 3.1.2. Spouse or Registered Domestic Partner
 - 3.1.3. Parent (including biological, adoptive, or foster parent, stepparent, 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.)
 - 3.1.4. Grandparent
 - 3.1.5. Grandchild.
 - 3.1.6. Sibling.
- 3.2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - 3.2.1. A temporary restraining order or restraining order.
 - 3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - 3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - 3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - 3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

- 3.2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

Because this agreement is effectuated mid-fiscal year, Employee will be credited with a pro-rated amount of Administrative Leave on his hire date.

5. Holidays

The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more

years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave. At date of hire, Employee will be credited with Floating Holiday based on credited years of service.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Participation in the City's health insurance plans will be effective the first of the month following thirty (30) days of employment. At that time, the City and Employee monthly contributions toward health insurance for the 2018-19 plan year will be as follows, with Employee contributing 10% of the cost of dependent coverage, calculated as 10% of the difference between the EE+1 or EE+Family premium and the EE Only premium:

Enrollment Level	Monthly City Contribution	Employee Contribution (10% of dependent premium cost)
Waiver of Coverage	\$300.00	N/A
EE Only	\$740.16	\$0
EE+1	\$1,293.36	\$61.47
EE+Family	\$1,848.63	\$123.16

Effective July 1, 2019, the Employee contribution will increase to 15% of the cost of dependent coverage, calculated as indicated above.

Effective July 1, 2020, the Employee contribution will increase to 20% of the cost of the dependent coverage, calculated as indicated above.

Effective July 1, 2021, the Employee contribution will increase to 25% of the cost of the dependent coverage, calculated as indicated above.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre-tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit. In addition, Employee will pay 2.375% of base pay towards the Employer Contribution to CalPERS by a reduction to his base salary as indicated in Section 5 of this Agreement.

D. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

E. Retiree Paid Health Insurance

City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or his spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

F. Automobile Allowance

Employee will be provided with a \$350 per month automobile allowance for use of his personal vehicle while conducting City business. Employee will not be eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle.

G. Relocation Expenses

Employer shall reimburse Employee the actual cost of moving expenses for household goods from Employee's current residence to a new residence within the Madera City limits. To receive reimbursement, Employee shall produce copies of appropriate receipts documenting direct moving expenses to the City within thirty (30) days of receipt of the bill. Said reimbursement shall not exceed \$8,000.00.

H. Other

The Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The City Manager is an at-will employee and serves at the will and pleasure of the Council and may be terminated at any time by a majority vote of the City Council.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

- A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.
- B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

- A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.
- B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Manager's employment.
- C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Council, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: [REDACTED]

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

- A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.
- C. This Agreement shall become effective commencing December 3, 2018.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Council, and duly attested by its City Clerk, and the City Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

CITY OF MADERA

By: 
 Arnoldo Rodriguez

By: _____
 Andrew J. Medellin, Mayor

ATTEST

APPROVED AS TO LEGAL FORM

By: _____
 Sonia Alvarez, City Clerk

By: _____
 Brent Richardson, City Attorney