

CITY OF BELVEDERE

RESOLUTION NO. 2005-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELVEDERE
APPOINTING GEORGE J. RODERICKS TO THE POSITIONS OF CITY
MANAGER AND CITY CLERK AND AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT ON BEHALF OF THE CITY WITH MR.
RODERICKS**

WHEREAS, the City Council of the City of Belvedere desires to employ the services of George J. Rodericks to perform the duties of City Manager and City Clerk; and

WHEREAS, the Mayor, and the City Council and Mr. Rodericks have agreed to the terms of his employment,

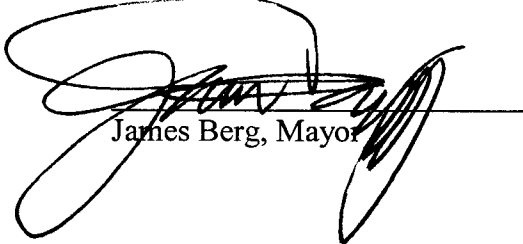
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belvedere that it hereby appoints George J. Rodericks to the positions of City Manager and City Clerk effective May 26, 2005; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute an agreement, a copy of which is attached hereto as Exhibit "A", on behalf of the City with Mr. Rodericks delineating the conditions of his employment, which agreement may from time to time be amended to reflect adjustments in salary and benefits or other conditions of employment.

PASSED AND ADOPTED at a special meeting of the Belvedere City Council held on March 14, 2005, by the following vote:

AYES: Gerald Butler, Barbara Morrison, John Telischak, and Mayor James Berg
NOES: None
ABSENT: Bruce Sams
ABSTAIN: None

APPROVED:


James Berg, Mayor

ATTEST:


Charles R. Cate, Interim City Clerk

RESOLUTION NO. 2005-07
EXHIBIT "A"

CITY OF BELVEDERE

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into this 14TH day of MARCH by and between the City of Belvedere (hereinafter referred to as "the City") and George Rodericks (hereinafter referred to as "Rodericks").

City desires to employ the services of Rodericks as City Manager for the City of Belvedere on the terms set forth hereinafter and pursuant to the express understandings more specifically set forth below.

WITNESSETH:

1. **EFFECTIVE DATE.** The effective date of this agreement shall be March 14TH, 2005 with employment to commence as stated in Section 2 of Agreement.
2. **PERIOD OF EMPLOYMENT.** Rodericks shall serve for an indefinite term subject to the provisions contained in the Belvedere Municipal Code and this Agreement concerning termination of his services or voluntary separation from service. City shall employ Rodericks from the date of commencement of his service as specified in this section until his employment is terminated in accordance with Section 19 of this Agreement. Rodericks shall commence the performance of his duties as the City Manager on or before May 26, 2005 or at such other date as the parties hereto shall agree in writing.
3. **AT-WILL EMPLOYMENT.** Rodericks acknowledges that he is an at-will employee of City who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. Except as provided for in Section 18, the terms of the City's personnel rules, policies, procedures, ordinances or resolutions ("Personnel Policies") shall not apply to Rodericks, and nothing in this Agreement is intended to, or does, confer upon Rodericks any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of the City to terminate the services of Rodericks. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Rodericks to resign at any time from this position with City, subject only to the provisions set forth in Section 19 of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of City and Rodericks as set forth in Section 19 below.
4. **DUTIES.** Rodericks shall perform such functions and duties of City Manager and City Clerk as specified in the City of Belvedere Municipal code, and shall perform such other duties and functions, as the City Council may from time to time assign.

5. **HOURS OF WORK.** Rodericks shall work a minimum of forty (40) hours per week, based on standard work week designated as Monday through Friday (not a flexible schedule) except as otherwise agreed, and shall not be eligible for overtime compensation or compensatory time off. In recognition of the fact that Rodericks shall be required to perform City business outside of normal business hours, it is agreed that, on occasion, minor personal matters may be taken care of during normal business hours. Rodericks shall be entitled to such Administrative Leave as noted in Section 12c.

6. **SALARY.** Rodericks shall receive an annual base salary of \$140,000 paid according to the periodic payroll schedule currently in place for other City employees. City agrees to review Roderick's salary and other benefits and adjust same in such amounts and to such extent as the City Council may annually determine desirable and appropriate to do, at the same time such salary and other benefits adjustments are considered and provided to other employees of City.

7. **AUTO ALLOWANCE.** City agrees to provide Rodericks a monthly auto allowance in the amount of \$350.

8. **TEMPORARY LIVING ASSISTANCE.** City agrees to provide Rodericks up to \$2,500 to assist with temporary living assistance. Any and all expenses incurred by Rodericks hereunder shall be reimbursed directly to him, upon production of original receipts evidencing the payment of such expenses.

9. **RELOCATION ASSISTANCE.** Rodericks will be required to relocate to Marin County as his principle place of residence within eight (8) months following the date of execution of this Agreement. Any extension of this period requires the consent of City. In connection with his relocation to Marin County City agrees to pay directly on behalf of Rodericks the lower of two (2) bids he shall obtain for costs of moving of his household belongings for the purpose of establishing residency in Marin County. Additionally, the City agrees to reimburse any real estate commission incurred by Rodericks in connection with the sale of his current home in Riverside, California. During the time of Rodericks's transition, the City agrees to pay for occasional trips by Rodericks to Marin County to facilitate a smooth transition. Reasonable costs will include airfare, rental car and lodging. All expenses to be reimbursed to Rodericks or to be paid directly by City hereunder on Rodericks behalf shall require production of original receipts and/or a copy of the closing sale documents in connection with the sale of his current residence..

10. **HOUSING ASSISTANCE.** City agrees to assist Rodericks in the purchase of a single family residence located in Marin County. In connection therewith City agrees to loan Rodericks an amount not-to-exceed \$400,000 to facilitate the purchase. The loan shall be interest only, subject to the right of Rodericks to pay down principle partially or fully at any time. Rodericks will be required to sign a Promissory Note in connection with such loan from City,

with interest thereon computed at the current Local Agency Investment Fund (LAIF) rate, adjusted annually to reflect the fluctuation in LAIF's rates. The annual adjustment date of the interest rate will be at the commencement of City's fiscal year (July 1st) with the exception of Year #1 which will begin on the actual date the Promissory Note is executed. Rodericks will be required to maintain a minimum of 15% equity position in the purchased property. The City's loan to Rodericks shall be secured by a second deed of trust secured by the Marin County property contemplated to be purchased by Rodericks. The specific details of this housing assistance provision shall be memorialized in a separate written agreement prepared by the City Attorney, approved by the City Council and executed by the parties hereto at a subsequent date.

11. PROFESSIONAL MEMBERSHIP DUES, SUBSCRIPTIONS, AND RELATED MEETINGS. In recognition of the need for Rodericks to remain current in his profession, particularly regarding those areas directly related to the City and its business, City shall include in its annual budget a reasonable amount for membership dues, subscriptions, conferences (ICMA, League of California Cities and others as appropriate) and related meetings, inclusive of reasonable travel related expenses, taking into consideration the Rodericks's requests as well as the then current financial condition of the City.

12. LEAVE. Rodericks administrative, sick, and vacation leave shall be as set forth in this Employment Agreement and shall be reviewed annually by the City Council.

- a. **Sick Leave.** Rodericks shall accrue sick leave credit at the rate of 8 hours per month.
- b. **Vacation Leave.** Vacation leave shall be earned at the rate of 6.67 hours per month. Upon commencement of work with City, Rodericks shall be granted five (5) days (40hours) of vacation.
- c. **Administrative Leave.** Rodericks shall be entitled to five (5) days (40 hours) of administrative leave per year that is required to be used in the year granted. An initial grant of administrative leave shall be made available to Rodericks upon commencement of employment with City. In subsequent years, such annual grant shall become available on the Rodericks employment anniversary date.

Rodericks shall use leave benefits noted above consistent with the established leave policies. Holiday pay shall be consistent with the City's established holiday pay allowances.

13. BENEFITS. City agrees to make premium payments for Rodericks for the following disability, health, dental, life, and long-term care insurance programs:

- a. **Workers Compensation Insurance** as required by law, the premium for which is to be paid entirely by the City.
- b. **Unemployment Insurance** as required by law, the premium for which is to be paid entirely by the City.

- c. **Disability Income Protection Insurance**, as, from time to time, may be provided for other City employees, the premium for which is to be paid entirely by the City.
- d. **Term Life Insurance** in the amount of \$100,000, the premium for which is to be paid entirely by the City.
- e. **Health and Dental Insurance**, as now in effect for City employees, which shall include City payment of the entire monthly premium on health insurance in an amount equal to the monthly premium for a family under the PERS Kaiser Plan and City payment of the entire monthly family premium for the current dental program provided for City employees.
- f. **Long-Term Care Insurance** for Rodericks, the premium for which is to be paid entirely by the City.

14. **RETIREMENT.** Rodericks shall be enrolled in the State of California Public Employees' Retirement System (PERS) and the City shall pay both the full employer and employee share of the City Manager's retirement contribution. In addition, Rodericks shall be allowed to participate in the 1959 Survivor Benefit Plan approved for other City employees.

15. **ANNUAL PHYSICAL EXAMINATION.** As an added benefit, the City will offer Rodericks the option to undergo an annual physical examination each year and City will pay the cost of Annual Physical Examination if not covered by Rodericks's health insurance.

16. **INFORMATION TECHNOLOGY EQUIPMENT AND UPGRADES.** In recognition of the fact that Rodericks will likely often perform job related duties outside the office and/or at his home City agrees that it will provide necessary upgrades to his personal computer system in order to maintain compatibility with City-owned technology. City agrees to also supply Rodericks with technology tools such as a cell phone, pager, PDA or other similar device for access during and after standard work hours.

17. **PERFORMANCE EVALUATION.** Once per year, City Council will review and evaluate the performance of Rodericks. Review and evaluation shall be in accordance with specific written criteria developed jointly by City Council and Rodericks. Within ninety (90) days following commencement of Rodericks employment with City he and the Council shall mutually define goals and performance objectives, including priorities, as they determine necessary for the proper operation of City and the attainment of the City's policy objectives. Failure of the City to provide a performance evaluation shall not limit the City's ability to terminate this Agreement pursuant to Section 19.

18. **OTHER TERMS AND CONDITIONS.** The City Council, in consultation with Rodericks may, from time-to-time, fix such other reasonable terms and conditions as it may determine necessary or appropriate, provided such other terms and conditions are not inconsistent or in conflict with this Agreement, the Belvedere Municipal Code or applicable law.

19. **TERMINATION OF EMPLOYMENT.**

a. **By City Not for Cause.** City may terminate Rodericks for any reason, and at any time, with or without cause, by providing Rodericks written notice thereof and four (4) months salary less applicable deductions. City may discipline or dismiss Rodericks notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of City relating to the employment, discipline, or termination of its employees.

b. **By Employee Not for Cause.** Rodericks may terminate his employment for any reason, and at any time, with or without cause, by providing City with sixty (60) days' advance written notice. City shall have the option, in its complete discretion, to make Rodericks termination effective at any time prior to the end of such sixty (60) period, provided City pays Rodericks all compensation due and owing him through the last day actually worked, plus an amount equal to the base salary Rodericks would have earned through the balance of the above sixty (60) day notice period.

c. **By City for Cause.** City may immediately terminate this Agreement at any time by providing Rodericks written notice of his termination for cause. No severance or any further salary shall be paid in the event Rodericks employment is terminated for cause. For purposes of this Agreement, cause for termination shall include but not be limited to the following: Theft or attempted theft; material dishonesty; willful or persistent material breach of duties; engaging in unlawful discrimination or harassment of employees or any third party while on City premises or time; conviction of a felony; engaging in conduct tending to bring embarrassment or disrepute to the City and unauthorized absences.

d. **Termination Obligations.** Rodericks agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to City and shall be returned promptly to City upon termination of Rodericks employment.. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

20. **CONFLICT OF INTEREST.** Rodericks represents and warrants to City that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

21. PROPRIETARY INFORMATION. "Proprietary Information" is all information and any idea pertaining in any manner to the business of City (or any City affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of City in the course of his or her employment or otherwise produced or acquired by or on behalf of City. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of City's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by City, Rodericks shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of City and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, Rodericks shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of City. Rodericks' obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

22. NOTICES. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to City at the address below, and or at the last known address maintained in Rodericks' personnel file. Rodericks agrees to notify City in writing of any change in his address during his employment with City. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:

City of Belvedere
450 San Rafael Avenue
Belvedere, CA 94920-2336

Employee's Notice:

George Rodericks (hand-delivered or to current residence as noted in personnel file)

23. ACTION BY CITY. All actions required or permitted to be taken under this Agreement by City, including, without limitation, exercise of discretion, consents, waivers and amendments to this Agreement, shall be made and authorized only by the City Council or its authorized designee.

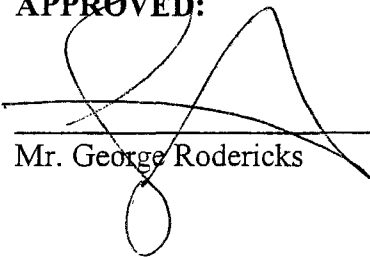
24. INTEGRATION. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Rodericks' employment by City. This Agreement supersedes

all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to his employment with the City, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreement(s).

25. AMENDMENTS. This Agreement may not be amended except in a written document signed by each of the parties hereto. Failure to exercise any right under this Agreement shall not constitute a waiver of any such or other rights of the parties hereto.

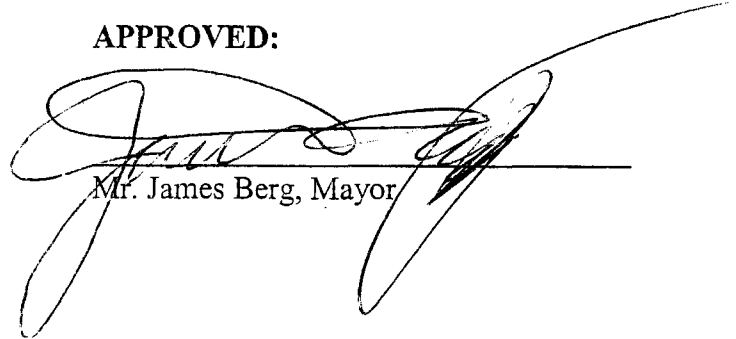
26. In the event that either party hereto initiates legal action to interpret or enforce any of the provisions of the Agreement the prevailing party shall be entitled to an award of attorney fees and costs as may be determined reasonable by a Court of competent jurisdiction. The venue for any such legal action shall be Marin County, California.

APPROVED:



Mr. George Rodericks

APPROVED:



Mr. James Berg, Mayor