

**CITY OF BELVEDERE**

**SEPTEMBER 2006 MODIFICATION OF EMPLOYMENT AGREEMENT**

This Modification to Employment Agreement (hereinafter referred to as "September 2006 Modification") is entered into on this 2nd day of October by and between the City of Belvedere (hereinafter referred to as "City") and George Rodericks (hereinafter referred to as "Rodericks").

**Recitals**

A. On March 14, 2005, City and Rodericks entered into an Employment Agreement (hereinafter referred to as "Agreement") whereby City agreed to employ Rodericks as City Manager for City pursuant to the terms set forth therein.

B. The parties desire to amend the terms of the Agreement as set forth below and enter into this September 2006 Modification for that sole purpose. This September 2006 Modification is meant to satisfy the requirements of Section 25 of the Agreement requiring any amendment to the Agreement be in writing.

C. Unless specifically modified below, the terms of the Agreement shall remain the same and be in full force and effect until such time as those terms may be separately modified by written agreement as required by Section 25 of the Agreement.

**NOW, THEREFORE**, in consideration of the covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Rodericks do hereby agree to modify the Agreement as follows:

5. **SALARY**. The Employee shall receive an annual base salary of \$160,000.00 (one hundred sixty thousand and no cents) at the same time other employees of the City are paid and shall be entitled to participate in all City benefit programs consistent with other management level employees. Additionally, the City shall provide the employee with a monthly auto allowance in the amount of \$350. The Employee's salary and other benefits shall be reviewed by the City Council in conjunction with an annual performance evaluation and may be adjusted to such extent as the City Council may determine desirable and appropriate to do.

10. **HOUSING ASSISTANCE**. The City agrees to continue its housing assistance loan to the Employee pursuant to the separately executed written Home Loan Agreement. As an additional incentive to Rodericks to maintain his employment with City for no less than five years from July 1, 2006 (the "incentive period"), the City shall maintain the interest rate on the housing assistance loan at the Local Agency Investment Fund (LAIF) rate as of May 1, 2005 for the duration of the incentive period. If, at the end of the incentive period, Rodericks is still employed by City, City shall waive, and Rodericks shall not be responsible for payment of, any increases in the LAIF rate which

occurred during the incentive period. At the conclusion of the incentive period, the interest rate on Rodericks home loan agreement may be mutually established for a successive incentive period or the current incentive period may be extended at the discretion of the City for a successive period of time until Employee is terminated in accordance with this Agreement. If there is no successive incentive period and/or the existing incentive period is not extended, the interest rate shall be established by mutual agreement of City and Rodericks. The effect of termination during the incentive period is as follows:

a) By Employee Not For Cause: If during the incentive period, Rodericks initiates a termination of employment with City not for cause, Rodericks shall be responsible for the interest amount increases from the beginning of the incentive period up to and including the final date of employment.

b) By Employee For Cause: If during the incentive period, Rodericks initiates a termination of employment with City for cause, City shall waive the interest amount increases for the period up to and including the final date of employment and Rodericks shall not be responsible for the interest increases.

c) By City Not For Cause: If during the incentive period, City initiates a termination of employment not for cause, City shall waive the interest amount increases for the period up to and including the final date of employment and Rodericks shall not be responsible for the interest increases.

d) By City For Cause: If during the incentive period, City initiates a termination of employment for cause, Rodericks shall be responsible for the interest amount increases from the beginning of the incentive period up to and including the final date of employment.

11. PROFESSIONAL AND CIVIC MEMBERSHIP DUES, SUBSCRIPTIONS, AND RELATED MEETINGS. In recognition of the need for Rodericks to remain current in his profession, particularly in those areas directly related to the City and its business, as well as Rodericks need to be actively involved in local community affairs so as to better understand the current needs and desires of the Belvedere community, City shall include in its annual budget a reasonable amount for membership dues, subscriptions, conferences and related meetings in and of such professional and community organizations, inclusive of reasonable travel related expenses, taking into due consideration Rodericks requests as well as the financial condition of the City.


14. RETIREMENT. Rodericks shall be employed in the State of California Public Employees' Retirement System (PERS) and the City shall pay both the employee's and City's portions of the established contribution rates with the employer paid contribution being reported to PERS as earnable compensation pursuant to California Government Code section 20636(c)(4). Rodericks enrollment in the City's PARS supplemental retirement program shall be consistent with that of other management employees. In addition,

Rodericks shall be allowed to participate in the 1959 Survivor Benefit Plan approved for other City employees.

17. PERFORMANCE EVALUATION. Once per year, the City Council shall review and evaluate the performance of Rodericks. Such review and evaluation shall be in accordance with specific written criteria developed jointly by and between the City Council and Rodericks. Failure of City to provide a performance evaluation shall not limit the City's ability to terminate this Agreement pursuant to its terms.

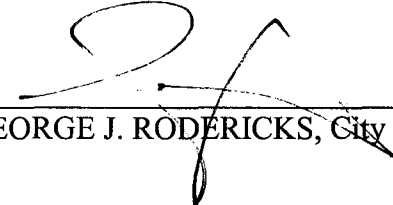
**CITY OF BELVEDERE**

Dated: 10/2/06

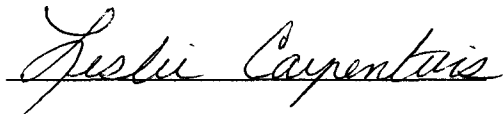
  
\_\_\_\_\_  
JOHN TELICHAK, Mayor

**EMPLOYEE**

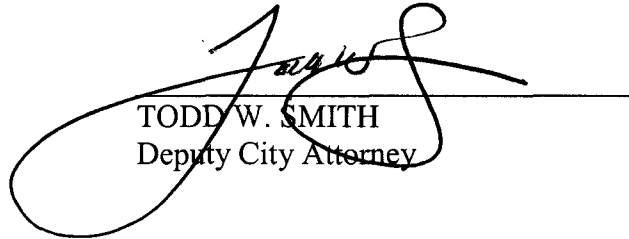
Dated: 10/3/04

  
\_\_\_\_\_  
GEORGE J. RODERICKS, City Manager

**ATTEST:**

  
\_\_\_\_\_  
DEPUTY City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
TODD W. SMITH  
Deputy City Attorney