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To: Mayor and City Council

From: Mary Neilan, City Manager  
Rob Epstein, City Attorney

Subject: **Approval of employment agreement with Beth A. Pollard for Interim City Manager services**

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**Recommended Motion/Item Description**

Approve employment agreement.

**Background**

An executive recruiter has been hired to assist with the City Council's search for a new, permanent City Manager. That search is expected to take up to six months. The City Council wishes to appoint an Interim City Manager to serve from January until the recruitment is complete.

Beth Pollard is an experienced local government professional who served as City Manager of Albany, CA for 12 years. Prior to that, she worked for the Town of San Anselmo for 16 years, including seven years as Town Administrator. Ms. Pollard retired in 2013 and since then has served in an interim capacity twice for the City of Berkeley, as Deputy City Manager and Director of Library Services. She is well qualified to be Interim City Manager in Belvedere and has expressed interest in the position.

The City Council met with Ms. Pollard on October 10. Reference checks were conducted and staff was directed to prepare an employment agreement for approval.

**Findings**

Attached is a draft employment agreement for specified Interim City Manager services. The agreement contains the following material terms and conditions:

- Provides compensation in the amount of \$89.59 per hour for no more than 173.33 hours per month.
- Does not provide any other benefits or compensation.
- Sets a maximum term of six months and may be terminated at any time by either party.
- Indemnifies Ms. Pollard as if she were a regular employee and reimburses her for work related expenses incurred.

**Fiscal Impact**

Rules setting compensation for CalPERS retirees who accept temporary employment with a CalPERS agency are outlined in state law. The base salary may not be less than the minimum nor more than the maximum of the salary range established for the position they are filling. The City's salary schedule lists only one salary for the City Manager; there is no range. That is the salary (hourly rate) included in the Agreement. Retirees may not receive any other fringe benefits.

CalPERS limits retirees to working no more than 960 hours in a fiscal year for all CalPERS employers. Ms. Pollard will track and report her hours worked, which cannot exceed 173.33 hours per month.

Personnel expense (salary and benefits) for the current City Manager is \$19,108 per month. The Interim City Manager will earn a maximum of 15,528.63/month, saving the City \$3,579/month.

**Recommendation**

Approve employment agreement.

**Attachments**

- Employment agreement for Interim City Manager services.
- Beth A. Pollard resume.

**EMPLOYMENT AGREEMENT FOR INTERIM CITY  
MANAGER SERVICES**

This Agreement is made and entered into this 14th day of November 2016, by and between the City of Belvedere, a municipal corporation organized and operating pursuant to the laws of the State of California ("City"), and Beth A. Pollard, an individual ("Employee") (this "Agreement").

**RECITALS**

WHEREAS, City's current City Manager tendered her resignation to City effective January 2, 2017;

WHEREAS, therefore, City desires to appoint Employee to perform specified interim city manager services on a temporary and nonpermanent basis pursuant to this Agreement;

WHEREAS, the parties have determined that Employee possesses the special skills necessary to perform satisfactorily pursuant to this Agreement;

WHEREAS, Employee certifies she has been retired for more than 180 days preceding the effective date of this Agreement;

WHEREAS, Employee certifies she is above normal retirement formula age and has not received an early retirement incentive;

WHEREAS, Employee certifies she has not received any unemployment insurance compensation arising out of public employment for the 12-month period prior preceding the effective date of this Agreement;

WHEREAS, accordingly, City shall compensate Employee pursuant to Government Code Sections 7522.56 and 21221 (h) for her services related to this Agreement;

WHEREAS, any and all duties, obligations, roles and responsibilities required of Employee by City arise solely and exclusively pursuant to this Agreement;

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Employee agree as follows:

## **1.0 DUTIES; CONFLICT OF INTEREST**

1.1 Employee shall perform the duties, obligations, roles and responsibilities identified in Chapter 2.04 of the Belvedere Municipal Code, which is hereby incorporated by reference, and under the direction and control of the City Council.

1.2 City and Employee agree that any and all duties, obligations, roles and responsibilities required of Employee by City arise solely and exclusively pursuant to this Agreement.

1.3 Employee covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with her performance pursuant to this Agreement. Employee further covenants that in the performance of this Agreement she shall be subject to and abide by the provisions of the Political Reform Act (Government Code Section 81000 *et seq.*) and the City's Conflict of Interest Code.

## **2.0 TERM**

2.1 The term of this Agreement begins January 3rd, 2017, for a limited duration and shall not exceed six months or until a permanent replacement begins employment, whichever is sooner, unless otherwise terminated pursuant to Section 2.2 of this Agreement.

2.2 This Agreement may be terminated by City or Employee immediately upon notice. Notice shall be provided pursuant to Section 6.0. Employee acknowledges and agrees that she shall serve at the pleasure of Council on an "At Will" basis and without due process.

## **3.0 COMPENSATION; EMPLOYEE STATUS**

3.1 City agrees to compensate Employee in the amount of \$89.59 (Eighty Nine Dollars and Fifty Nine Cents) per hour not to exceed 173.33 hours per month for services rendered pursuant to this Agreement as total compensation, payable in installments at the same time and manner as other employees of City. Employee acknowledges and agrees that she shall have no rights to any other benefits, including paid vacation, retirement, health benefits or otherwise which accrue to other employees of City, and hereby expressly waives any claim to any such rights.

3.2 Employee shall be limited to working no more than 960 hours per fiscal year for all employers.

3.3 Employee agrees to provide the services to City required pursuant to this Agreement as an Employee of City; accordingly, therefore, City and Employee agree that City shall indemnify Employee as if she were a regular employee pursuant to the provisions of Title 1, Division 3.6 of the Government Code. Employee's compensation shall be subject to all required deductions and withholdings as any other employee of City; provided, however, no deductions or withholdings shall be made for the purpose of contributions to any employment benefits regularly provided to City employees.

#### **4.0 GENERAL EXPENSES**

City recognizes that certain reasonable expenses of a non-personal and job-affiliated nature may be incurred by Employee. City agrees to reimburse Employee for said City-related expenses.

#### **5.0 OTHER TERMS AND CONDITIONS OF APPOINTMENT**

City, in consultation with Employee, shall fix any other such terms and conditions of employment as it may deem necessary from time to time relating to the performance of Employment provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code or any other applicable law.

#### **6.0 NOTICES**

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

- (1) City of Belvedere  
450 San Rafael Ave.  
Belvedere, CA 94920
  
- (2) Beth A. Pollard  
640 Spokane Ave.  
Albany, CA 94706

Alternatively, notice 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.

## 7.0 GENERAL PROVISIONS

7.1 The text herein shall constitute the entire agreement between the parties.

7.2 Employee shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of City.

7.3 Employee agrees that all documents and writings of any type produced in the performance of this Agreement and delivered to the City or staff shall be the sole property of City including all rights therein of whatever kind and whether arising from common or civil law or equity. Upon termination of this Agreement for any reason, or upon expiration of this Agreement, all such documents and writings produced in the performance of this Agreement shall be transferred to and become the property of City upon its request without additional compensation.

7.4 If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

7.5 This Agreement shall be governed by the laws of the State of California and any litigation brought pursuant to it shall be in Marin County. Employee expressly waives any rights she might otherwise have as provided in Code of Civil Procedure Section 394 to remove any action from Marin County.

7.6 This Agreement constitutes the entire Agreement between City and Employee and supersedes and replaces any and all prior or contemporaneous agreements, understandings or commitments between City and Employee. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both City and Employee.

7.7. This Agreement may be signed in counterpart or duplicate copies and any signed counterpart of duplicate copy shall be equivalent to a signed original for all purposes.

7.8 This Agreement shall not be construed against any one party, but shall be construed as if jointly prepared by City and Employee.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed by the Mayor on behalf of City and duly attested by the City Clerk, and Employee has signed and executed this Agreement the day and year first above written.

Employee

City

\_\_\_\_\_  
Beth A. Pollard

\_\_\_\_\_  
James Campbell, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

Approved as to Form:

\_\_\_\_\_  
Alison Foulis, City Clerk

\_\_\_\_\_  
Rob Epstein, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Beth A. Pollard

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640 Spokane Avenue, Albany, California 94706  
(510) 812-6284; [beth.poll@sbcglobal.net](mailto:beth.poll@sbcglobal.net)

### **City of Berkeley**

**Interim Director of Library Services, November 2015 – June 2016:** Appointed by Library Board of Trustees to manage five branches and staff of 100+ employees during recruitment of new Director. Engaged in teambuilding and management restructuring.

**Interim Deputy City Manager, September 2014 – February 2015:** Supervised staff, managed projects, and supported City Manager during Deputy City Manager recruitment

### **City Manager, City of Albany, 2001 – 2013**

Management scope:

- Operating budget of up to \$26 million; Five-year capital improvement plan
- Staff of 100+ employees; six department heads
- Albany Community Reinvestment Agency

Achievements include:

- Citywide transportation, sewer, drainage, parks, and recreation facilities improvements; creek and open space restoration; Civic Center reconstruction
- Waterfront development vision created through comprehensive community engagement
- City Council strategic plans; master plans for Parks, Recreation & Open Space, Information Technology, and Active Transportation
- Seven successful tax measures for parks, pavement, drainage, transportation safety, emergency medical services, library services, and general operations

Other accomplishments include:

- Negotiation of collective bargaining agreements with police, fire, and SEIU
- Acquisition of properties for an expanded Senior Center, park, and Maintenance Center
- Initiation of community engagement, volunteer, and civic leadership academy programs
- Reorganization of departmental functions, including shared services with other cities

### **Town Administrator, Town of San Anselmo, 1994 – 2001**

- Operating budget of up to \$8 million, and annual capital budget of \$1.5 million
- Staff of 60 employees; seven department heads
- Participatory community, with 12 standing advisory bodies, and more than 15,000 annual community volunteer hours
- Accomplishments included:
  - Development and implementation of a \$10.8 million capital bond measure
  - Community-based design, fund raising, and construction of a downtown streetscape improvement project and park playground
  - Acquisition of more than 50 acres of public open space

### **Executive Officer, Ross Valley Fire Service, 1996 – 2001**

Oversight of Joint Powers Authority for fire service to three jurisdictions. Managed a \$2.7 million budget, 26 employees, and three fire stations

### **Assistant Town Administrator, Town of San Anselmo, 1990-1994**

Assisted the Town Administrator in general operations and special projects, with primary areas of responsibility in human resources, public information, Town Clerk functions, and safety program. Served as Acting Library Director during position vacancy

### **Other Town of San Anselmo positions**

Acting Town Administrator, Aug-Oct, 1989; Administrative Assistant to the Town Administrator, 1987-1990; Administrative Secretary, Public Works & Planning Department, 1985–1987

### **Other Work Experience**

- City of San Pablo, City Council Teambuilding & Goal Setting Facilitator, 2003 & 2005
- Town of Fairfax, 1981-1985, Planning Aide/Secretary, Town Council Minutes Clerk
- Correspondent, *Ross Valley Reporter*, 1980-1981; *The Hartford Courant*, 1978-1979

### **Education**

- Connecticut College, Bachelor of Arts, New London, Connecticut, 1979
- California State University, Hayward/East Bay, Master of Public Administration, 1991
- UC Berkeley, *Executive Seminar on Strategic Management*, 2003 and 2008
- UC Davis, Credential in *Conflict Resolution, Mediation and Community Engagement*, 2011

### **Professional Appointments and Accomplishments**

- International City/County Management Association (ICMA) Credentialed City Manager (current)
- Alameda County Measure A Tax Oversight Committee 2006-13; Chair 2008-10
- President, Alameda County City Managers Association, 2011
- Bay Cities Joint Powers Insurance Authority: Board Member, Executive Committee, Vice President, and President, 1996-2013
- East Bay Regional Communication Systems Authority Board of Directors, 2008-2010
- Alameda County Emergency Management Committee, 2006 – 2013
- ICMA Local Government-Public Library Partnership Initiative, 2008-2009
- Chair: Marin County Hazardous & Solid Waste Joint Powers Authority; Marin County Risk Management & Marin Cities Liability Authorities; Marin Managers Association
- ICMA Magazine, March 2008: *Libraries: Partners in Sustaining Communities*
- Speaking engagements: League of California Cities, ICMA, Association of Bay Area Governments, Stopwaste.org, Municipal Management Assistants of Northern California, Alameda County Leadership Academy, New Jersey State Library Conference

### **Community Service**

- *Albany Rotary Club*; President 2004-05; *Ross Valley Rotary Club*, President-Elect 2000-01
- *Albany YMCA* Board Member 2001-06; Finance Chair; *Youth in Government* panelist; Search Committee for Executive Director of the Berkeley-Albany YMCA
- *Municipal Management Assistants of No. CA*: Treasurer; Region Chair; Region Award
- *Religious community service*: Ministerial Search Committee, 2015-16; Management Team 2012-15; Retreat facilitator; Interim Minister Search Committee Member; Chair of Finance, Capital Campaign, Endowment, and Adult Education Committees; Board of Trustees
- *American Cancer Society*: Albany Relay for Life Chair, 2013
- *Marin Association of Public Employees/Service Employees International Union*: Shop Steward; Board Member; Board Secretary