

CITY COUNCIL / LRA BOARD

Mayor/Chair
Richard D. O'Brien
Vice Mayor/Chair (CM-D3) Cal Campbell
Council/Authority Members:
District 1 Luis Uribe
District 2 Rachel Hernandez
District 4 Darlene Barber-Martinez



CITY OF RIVERBANK
Regular City Council and
Local Redevelopment Authority
Board Meetings
Council Chambers, 6707 Third St., Suite B
Riverbank, CA 95367



(Revised)
SPECIAL MEETING AGENDA
TUESDAY, NOVEMBER 15, 2022 – 5:30 P.M.
(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 59453, SUBDIVISION (e) OF THE RALPH M. BROWN ACT (CALIFORNIA GC § 54950, ET SEQ.), THE FEDERAL AMERICANS WITH DISABILITIES. WHILE THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC, GIVEN THE STATE OF EMERGENCY REGARDING THE THREAT OF COVID-19, MEMBERS OF THE PUBLIC MAY ALSO PARTICIPATE AND COMMENT VIA THE ZOOM VIRTUAL PLATFORM. REFER TO THE LAST PAGE OF THE AGENDA FOR PARTICIPATION INFORMATION.

1. CALL TO ORDER

2. FLAG SALUTE

3. ROLL CALL

4. AGENDA CHANGES

5. CONFLICT OF INTEREST

Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.

6. PUBLIC COMMENTS (No action can be taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 3 minutes (or as stated by the presiding Officer)** and time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon.

Refer to the last page of this agenda for the Public Comment Procedures via ZOOM.

7. NEW BUSINESS

Item 7.1

A Resolution to Approve an Employment Agreement Between the City of Riverbank and Cody Bridgewater as Director of Public Works/Interim Riverbank Local Redevelopment Agency Director and Authorize the City Manager to Execute the Agreement - It is recommended that the City Council consider adopting a Resolution which will approve an Employment Agreement with Cody Bridgewater as Director of Public Works.

8. ADJOURNMENT

- The next regular City Council meeting will be on December 13th, 2022 at 6:00 p.m.
- The meeting of November 22, 2022 is Canceled. Happy Thanksgiving Holiday!

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted at the meeting location, on the North City Hall public exterior bulletin board, and the City's website 72 hours prior to the meeting in accordance to the California Ralph M. Brown Act.

Posted this 14th day of November, 2022.

/s/ Gabriela Hernandez, City Clerk



ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, and the Governor's Executive Order N-29-20, the City will make every effort to make reasonable modifications or accommodations from individuals with disabilities. Contact the Administration Dept. at (209) 863-7122 or the City Clerk at cityclerk@riverbank.org at least (48) hours prior to the meeting to enable the City to make reasonable arrangements for accessibility.

NOTICE REGARDING NON-ENGLISH SPEAKERS

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Council/LRA Board shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.



TELECONFERENCE/VIRUAL PLATFORM PUBLIC PARTICIPATION COMMENT PROCEDURES FOR CITY COUNCIL MEETING HELD IN CONFORMANCE WITH THE BROWN ACT

PUBLIC “LIVE” VIEWING

- Government Channels: Charter– 2 and AT&T U-VERSE – 99
- YouTube Live – is no longer available due to technical difficulties, which is being worked on.
- Via ZOOM Platform (See instructions below)

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

Written comments must be received before 4:00 p.m. on the date of the meeting in order for them to be distributed to the Council prior to consideration of the matter. Written comments will not be read aloud at the meeting, but will be reported as received for the record. If you do not receive an acknowledgement of receipt within an hour of submission or by 5:00 pm, please call the City Clerk’s Office at (209) 863-7198 or the Administration Dept. at (209) 863-7122.

ACCEPTABLE METHODS OF SUBMITTING COMMENTS **BEFORE THE 4:00 PM DEADLINE**

- **Via Mail Service:** Mail comments to City of Riverbank, Attn. City Clerk, 6707 Third Street, Suite A, Riverbank, CA 95367. (Call 209-863-7198 / 209-863-7122 to ensure they were received.)
- **Via Email:** Mail to cityclerk@riverbank.org. (*Note: This technology is not a guaranteed method.*)
 - Indicate Agenda Item # in the **subject line**. (Call 209-863-7198 /209-863-7122 to ensure receipt)
- **Oral Comments In-Person:** The Mayor will ask the audience if anyone wishes to comment, at that time you may approach the podium. (A Spanish language interpreter is available for assistance.)
- **Oral Comments Via Zoom:** The Mayor will announce when public comments may be made for a limit of 3 minutes on the agenda item being considered, at which time you will:
(please make sure the volume on your video device or any nearby device is turned down.)
 - Using a computer – click on the “raise hand” feature in the webinar controls. This will alert staff that you wish to speak, and you will be unmuted.
 - Using a Phone – press ***9** to “raise the hand”. This will alert staff that you wish to speak, and you will be unmuted.

Teleconference Phone Number (This system is a backup for ZOOM technical difficulties only when providing oral comments.) If there are technical difficulties or disconnection with ZOOM while making oral comments, please immediately call the teleconference phone number **(209) 863-7151** so that Council may receive your comments. Council will be waiting for your call. Thank you

JOIN THE MEETING VIA ZOOM PLATFORM

Join by this link: <https://us02web.zoom.us/j/84897045116>

- Join by accessing website: <https://zoom.us/join>, enter **Webinar ID: 848 9704 5116**
- Join by telephone: **1 669 444 9171 OR 1 669 900 9128, plus Webinar ID: 848 9704 5116**

Learn about using ZOOM - Visit <https://zoom.us/j/94943925973?status=success> for a free account or to download the app.

SPECIAL RIVERBANK CITY COUNCIL

AGENDA ITEM NO. 7.1

SECTION 7: NEW BUSINESS

Meeting Date:	November 15, 2022
Subject:	A Resolution to Approve an Employment Agreement Between the City of Riverbank and Cody Bridgewater as Director of Public Works/Interim Riverbank Local Redevelopment Agency Director and Authorize the City Manager to Execute the Agreement
From:	Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council consider adopting a Resolution which will approve an Employment Agreement with Cody Bridgewater as Director of Public Works.

SUMMARY

After a successful recruitment by Mosaic Public Partners for the position of Director of Public Works Mr. Cody Bridgewater was offered, and has accepted, the position. Mr. Bridgewater's background in public works, particularly his experience in wastewater, will be instrumental in allowing the City to move forward with several key projects including the Riverbank Regional Recycled Water Project. Mr. Bridgewater will begin his employment with the City on December 2, 2022.

BACKGROUND

Earlier this year Michael Riddell, Director of Public Works, announced his retirement after almost 11 years of service to the City of Riverbank. In order to assist with the recruitment and selection of his successor, the City enlisted the services of Mosaic Public Partners. Mosaic was responsible for publicizing the recruitment, reaching out to potential candidates, screening applicants, and assisting with interviews and the subsequent background check of the selected applicant.

On October 31, 2022 the city held interviews with the qualified candidates for the position. Based on his qualifications, Mr. Cody Bridgewater was selected as the City's next Director of Public Works. Over the course of the past two weeks, city staff has been negotiating a contract with Mr. Bridgewater and an agreement has been reached.

TERMS

Mr. Bridgewater’s proposed contract contains the following terms:

- 1. **Effective Date:** As of the first day of Mr. Bridgewater’s employment with the City.
- 2. **Term:** Three (3) years from the Effective Date.
- 3. **Base Salary:** \$142,574.88 or Step A of the new Director of Public Works Salary Range 253

DIRECTOR OF PUBLIC WORKS		A	B	C	D	E
Range 253	Annually	\$142,574.88	\$149,703.60	\$157,188.84	\$165,048.24	\$173,300.64
	Monthly	\$11,881.24	\$12,475.30	\$13,099.07	\$13,754.02	\$14,441.72
	Bi-Weekly	\$5,483.65	\$5,757.83	\$6,045.72	\$6,348.01	\$6,665.41
	Hourly	\$68.55	\$71.97	\$75.57	\$79.35	\$83.32

- 4. **Out of Class Pay:** 7% of Base Salary for the Interim RLRA Director assignment.
- 5. **Review and Evaluation:** To be conducted in December of each year.
- 6. **Healthcare Benefits:** Same healthcare benefits as provided to the LiUNA bargaining unit. Employee to pay 15% of premium costs for medical insurance.
- 7. **Life Insurance:** \$50,000
- 8. **Deferred Compensation:** City to match employee’s contribution up to \$100.00 per pay period.
- 9. **Retirement:** City to pay employer costs of participation in CalPERS Retirement System. Employee to be enrolled in the 2% @ 60 Classic Plan. Employee to contribute 7% employee contribution.
- 10. **Vacation:** Employee shall be entitled to 20 days of vacation an may not accumulate more than 400 hours of leave.
- 11. **Sick Leave:** Employee shall earn sick leave at the rate of 1 working day for each month of service.
- 12. **Holidays:** Employee shall be entitled to observe, with pay, 13 observed holidays, and 3 floating holidays.
- 13. **Executive Leave:** Employee shall receive 10 days (80 hrs) of executive leave at the beginning of each fiscal year which may be cashed out if not used. Any unused leave expires on June 30 of each fiscal year.
- 14. **City Vehicle:** Employee may have use of a City vehicle for travel on all city-related business, including to and from work.

15. Professional and Educational Development: City will budget for reasonable costs of travel and business expenses for professional development and pay employee's annual membership dues to professional organizations.

16. Longevity: upon eligibility based on employee's tenure with the city, employee will become eligible for longevity pay.

STRATEGIC PLAN

This item, while not directly related to the City Council's Strategic Plan Goals, does allow for the City to continue working towards achieving said goals.

FINANCIAL IMPACT

Annual cost increase from the current Director of Public Works Employment Agreement and the proposed Director of Public Works Employment Agreement: \$16,000 to be funded via the Water Operating Fund (114) and Sewer Operating Fund (106).

ATTACHMENTS

1. Resolution
2. Employment Agreement - DRAFT

CITY OF RIVERBANK

RESOLUTION 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, TO APPROVE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF RIVERBANK AND CODY BRIDGEWATER AS DIRECTOR OF PUBLIC WORKS/INTERIM RIVERBANK LOCAL REDEVELOPMENT AGENCY DIRECTOR AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the current Director of Public Works/Interim RLRA Director announced his retirement effective December 16, 2022; and

WHEREAS, in order to ensure the continued oversight and operations of the Public Works Department and the Riverbank Local Redevelopment Authority the City Council authorized a contract for Recruitment Services with Mosaic Public Partners; and

WHEREAS, as a result of the successful recruitment process the City underwent interviews for said position; and

WHEREAS, based on his experience in the Public Works field an offer for the position was made to Mr. Cody Bridgewater; and

WHEREAS, Mr. Bridgewater has accepted the position and wishes to enter into an Employment Agreement, herein incorporated as Exhibit A, with the City of Riverbank; and

WHEREAS, effective December 2, 2022 Mr. Cody Bridgewater will take over the position of Director of Public Works/Interim Riverbank Local Redevelopment Agency Director, and

WHEREAS, the salary range for the Director of Public Works/Interim Riverbank Local Redevelopment Agency Director is set as follows:

DIRECTOR OF PUBLIC WORKS		A	B	C	D	E
Range 253	Annually	\$142,574.88	\$149,703.60	\$157,188.84	\$165,048.24	\$173,300.64
	Monthly	\$11,881.24	\$12,475.30	\$13,099.07	\$13,754.02	\$14,441.72
	Bi-Weekly	\$5,483.65	\$5,757.83	\$6,045.72	\$6,348.01	\$6,665.41
	Hourly	\$68.55	\$71.97	\$75.57	\$79.35	\$83.32

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby approve the Employment Agreement between the City of Riverbank and Mr. Cody Bridgewater as Director of Public Works/Interim Riverbank Local Redevelopment Agency Director.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Riverbank does hereby authorize the City Manager to execute said Agreement.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 15th day of November, 2022; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____ :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

Attachment: Employment Agreement -Public Works Director Cody Bridgewater

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this 2nd day of December 2022, by and between the City of Riverbank, a municipal corporation (“City”), and Cody Bridgewater, an individual (“Employee”). The City and Employee may individually be referred to herein as “Party” or collectively as “Parties”. There are no other parties to this Agreement.

RECITALS

- A. The City Manager is authorized to appoint City staff pursuant to the City Code of Riverbank (“City Code”) section 31.03(H)(12).
- B. The City desires to employ the services of Employee on the terms and conditions set forth herein as Director of Public Works/Interim RLRA Director.
- C. The Director of Public Works plans, manages, oversees, and directs the operations and services the Public Works Department, which includes the Streets, Storm Drain, Sewer, Water, Wastewater, and Motor Pool Divisions; coordinates activities with other City officials, departments, outside agencies, contractors, organizations, and the public; provides responsible and complex staff support to the City Council, City Manager, and Assistant City Manager; performs other related duties as assigned.
- D. The Interim RLRA Director plans, organizes, coordinates, and performs management level economic development and redevelopment activities associated with the conveyance and reuse of the Riverbank Army Ammunition Plant to include capital improvements and leasing of industrial and commercial space, commercial business attraction and retention public improvement projects; performs complex work in coordinating economic development financing and strategic programs associated with reuse and redevelopment of Base Closure and Realignment (“BRAC”) projects; staff to Local Redevelopment Authority members; performs other related duties as required.
- E. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Director of Public Works/Interim RLRA Director.
- F. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of California Government Code (“Government Code”) section 53260 *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 10 of this Agreement, Sections 1 through 10 will prevail.

Section 2. Effective Date. This Agreement shall become effective on December 2, 2022 which is Employee’s first day of employment with the City (“Effective Date”).

Section 3. Appointment of Director of Public Works/Interim RLRA Director, Duties, and Term.

Section 3.1. Appointment of Director of Public Works/Interim RLRA Director. Employee shall serve as the Director of Public Works/Interim RLRA Director of the City, and shall be vested with the powers, duties, and responsibilities set forth in City Code, California law, ordinances, and resolutions, and such other duties and functions as the City Manager may from time-to-time assign.

Section 3.2. No Secondary Employment. Employee further agrees that Employee shall devote Employee’s productive time, abilities, and attention as necessary to the full accomplishment of his duties and the City’s business needs. Accordingly, Employee shall not hold secondary employment or engage in activities which conflict with, or present the appearance or possibility of conflicting with, City’s legitimate business interests. As such, Employee agrees that Employee will notify the City Manager in writing if Employee wishes to accept secondary employment sufficiently in advance to allow the City Manager to determine whether there is the appearance of, or an actual conflict or potential conflict with the satisfactory performance of Employee’s duties and/or the best interest of the City. Should the City Manager make such a determination, Employee agrees that Employee will forgo the proposed secondary employment. Notwithstanding the foregoing, Employee has the right to volunteer for such nonprofit organizations as he may see fit and further provided that such volunteer services shall not interfere with his duties as Director of Public Works/Interim RLRA Director.

Section 3.3. Exempt Employee. The general business hours for City employees are Monday through Friday, 7:30 a.m. to 5:30 p.m. However, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 *et seq.*). Employee shall not receive overtime or extra compensation for hours worked outside of the City’s general business hours, which are necessary to fulfill the duties of the Director of Public Works/Interim RLRA Director position, unless otherwise provided in this Agreement.

Section 3.4. Schedule. The Director of Public Works/Interim RLRA Director daily and weekly work schedule shall vary in accordance with the work required to be performed. The Director of Public Works/Interim RLRA Director position may include frequent attendance at evening meetings and frequent irregular hours as necessary to meet deadlines

and achieve objectives. The City Council and the City Manager recognize that the Director of Public Works/Interim RLRA Director must devote a great deal of his time outside normal office hours to business of the City and, to that end, will be allowed to take Executive Leave, as defined in Section 5.11 of this Agreement, as he shall deem appropriate during said normal office hours.

Section 3.5. Term. The term of this Agreement shall be for three (3) years from the Effective Date. No later than three (3) months prior to the expiration of the Term, the City Manager will provide written notice to Employee as to whether the City Manager intends to extend the Term. Termination of this Agreement prior to the expiration of the Term shall be in accordance with Section 6 below.

Section 4. At-Will Employment. Employee is an at-will employee serving at the pleasure of the City Council and City Manager, as provided in Government Code section 36506 and City Code section 31.01. Accordingly, the City Manager may terminate Employee's employment at any time, with or without cause. Only if Employee is terminated by the City without Good Cause, as defined in Section 6.3 of this Agreement, shall Employee be entitled to a Severance, as defined in Section 6.3 of this Agreement.

Section 5. Compensation and Evaluations.

Section 5.1. Base Salary. City agrees to pay Employee an annual salary of One Hundred Forty-Two Thousand Five Hundred Seventy-Four Dollars and 88 cents (\$142,574.88) ("Base Salary") which is Step A of Employee's established Salary Range. Employee's Base Salary will be payable in installments at the same time the other City employees are paid. If Employee receives a satisfactory performance evaluation, Employee may receive a merit increase up to 5% annually at the City Manager's discretion.

Employee shall receive an additional 7% increase to his Base Salary in order to compensate him for his out of class work as Interim RLRA Director. Once the duties of Interim RLRA Director ceases, Employee shall no longer receive the additional 7% increase to his Base Salary. This change will be effective the first full pay period after his duties of Interim RLRA Director ceases.

Section 5.2. Pro-rata Decrease. Employee acknowledges that the Base Salary may be subject to a pro-rata decrease based on the City Council's adoption of an unpaid Mandatory Furlough Program adopted as a budgetary measure.

Section 5.3. Review and Evaluation. The City Manager agrees to review and evaluate Employee's performance of his duties as Director of Public Works/Interim RLRA Director, pursuant to the terms of this Agreement ("Review and Evaluation"), on not less than an annual basis and to provide Employee with a written performance review. The annual Review and Evaluation shall be conducted in December of each year, or at the City Manager's discretion.

Section 5.4. Healthcare Benefits. Employee shall receive the same healthcare benefits as provided to LiUNA, in section 7.01 of their Memorandum of Understanding, during the Term of this Agreement.

Section 5.5. Life Insurance. City will provide Employee with life insurance in the amount of Fifty Thousand Dollars (\$50,000).

Section 5.6. Deferred Compensation. City shall establish and maintain a deferred compensation plan and match Employee's contribution to the deferred compensation plan in an amount not to exceed One Hundred Dollars (\$100.00) each pay period. City will also contribute One Hundred Ten Dollars and Sixteen Cents (\$110.16) each month to the Union Pension Retirement Fund. Employee shall receive any adjustment to this program granted to all other City Department Heads.

Section 5.7. Retirement. City shall pay the employer cost of participation in the California Public Employees Retirement System ("CalPERS"). Employee will be enrolled in the CalPERS 2% @ 60 Classic plan. Employee shall pay the seven percent (7%) employee contribution.

Section 5.8. Vacation. Employee shall be entitled to twenty (20) days of vacation annually (or 160 hours). Employee may not accumulate more than four hundred hours (400) of vacation leave.

Section 5.9. Sick Leave. Employee shall earn sick leave at the rate of one (1) working day for each month of service.

Section 5.10. Holidays. Employee shall be entitled to observe, with pay, the thirteen (13) observed holidays and three (3) floating holidays as outlined in the City's Personnel Rules.

Section 5.11. Executive Leave. It is recognized that Employee must devote a great deal of time outside the normal office hours to City business. To that end, Employee shall receive 10 days (eighty (80) hours) of executive leave ("Executive Leave") at the beginning of each fiscal year, which may be cashed out if not used. Any unused Executive Leave expires on June 30 of each fiscal year.

Section 5.12. City Vehicle. Employee may have the use of a City vehicle for travel on all City-related business. This includes use of the City vehicle for travel by Employee to and from work.

Section 5.13. Professional and Educational Development. City agrees to budget for reasonable costs of travel and business expenses for Employee to attend professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the City, including, but not limited to, annual conferences of the League of California Cities, and such other regional and local government groups and committees thereof on

which Employee serves as a member, provided such travel and business expenses are included within the annual budget. City agrees to pay Employee's annual membership dues to professional organizations that benefit the Employee and the City as designated and approved in the final budget.

Section 5.14. Longevity Benefits. Upon eligibility based on Employee's tenure with the City, he will receive a longevity benefit of two and a half percent (2.5%) of his Base Salary after ten (10) years of service, which will increase to five percent (5%) of his Base Salary after thirteen (13) years of service, and increase to seven and one-half percent (7.5%) of his Base Salary after twenty (20) years of service, paid bi-weekly with his Base Salary.

Section 6. Termination of Employment and Severance.

Section 6.1 Voluntary Resignation. Employee may resign at any time and agrees to give the City at least thirty (30) days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full time public service with the City, Employee shall provide three (3) months advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the City shall pay to Employee all salary and benefit amounts, both accrued and owing, under this Agreement. However, in the event of voluntary resignation, Employee shall not be entitled to Severance, as set forth in Section 6.3 of this Agreement.

Section 6.2. Termination by City Manager. The City Manager may terminate this Agreement and remove Employee from his position as Director of Public Works/Interim RLRA Director at any time with or without cause and with or without notice. Within ten (10) days of City Manager's termination of this Agreement, Employee may make a written request for a hearing before the City Council, at which time the City Council will have the option to uphold the City Manager's termination decision. In the event Employee does not request a hearing before the City Council within ten (10) days, the City Manager's termination decision will stand. If Employee does make a request for a hearing within ten (10) days, the hearing shall take place in closed session at a regularly scheduled City Council meeting. Upon Employee's request for the hearing to take place in open session, he will waive any claims to privacy associated with his rights to employment information that is the basis for his termination, including, but not limited to, his personnel file and any information contained therein, which would otherwise be private.

Section 6.3. Termination Without Good Cause. In the event the City terminates this Agreement without Good Cause, as defined in Section 6.4 below, the City shall pay Employee a sum equal to four (4) months Base Salary ("Severance"). This Severance is subject to the restrictions of Government Code section 53260, including, without limitation, the maximum amount of Severance pay that Employee may receive shall be the lesser of (i) four (4) months base salary or (ii) if the unexpired term of the contract is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the

monthly salary of the Employee multiplied by eighteen (18). Any cash settlement related to the termination of this Agreement received by Employee from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position while employed with the City, pursuant to Government Code section 53243.2. In the event the City terminates this Agreement, Employee shall be entitled to continued medical and dental benefits at his cost pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

Section 6.4. Termination For Good Cause. The City may at any time immediately terminate this Agreement for Good Cause, as defined below. If Employee is terminated for Good Cause, the City shall not be required to pay any Severance under this Agreement, and the City shall have no obligation to Employee beyond those benefits accrued as of Employee’s last day of employment and those the City is obligated to provide under federal or state law.

“Good Cause” for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of City;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Mismanagement;
6. Non-performance of duties;
7. Any conduct which violates the City’s Personnel Rules and for which a City employee may be terminated;
8. Repeated and protracted unexcused absences from the Director of Public Works/Interim RLRA Directors’ office and duties;
9. Willful destruction or misuse of City property;
10. Conduct that in any way has a direct, substantial, and adverse effect on the City’s reputation;
11. Willful violation of federal, state or City discrimination laws;

12. Continued substance abuse which adversely affects performance of Employee's duties as the Director of Public Works/Interim RLRA Director;
13. Refusal to take or subscribe any oath or affirmation which is required by law; or
14. Employee's disability resulting in Employee's inability to perform the essential functions of the job, which the City is unable to reasonably accommodate without placing an undue burden on City business operations.

Notwithstanding any provision in this Agreement to the contrary, the City Manager may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Section 7. Indemnification. The City shall defend, hold harmless, and indemnify Employee against any tort, personnel, civil rights, or 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 Director of Public Works and/or Interim RLRA Director in accordance with California's Tort Claims Act (Government Code section 825 *et seq.*), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The City may decline to defend or indemnify Employee only as permitted by the Government Code. The City may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment; provided, however, that the City's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the City provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

Section 8. Bonding. City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 9. Notices. Any notice or communication required hereunder between the City and Employee must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed

to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Riverbank
Attn: City Clerk
6707 Third Street
Riverbank, CA 95367

and White Brenner, LLP
Attn: Thomas P. Hallinan
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Employee: City of Riverbank
Attn: Cody Bridgewater
6707 Third Street
Riverbank, CA 95367
w/cc: home address on file

Section 10. General Provisions.

10.1. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the City and Employee.

10.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

10.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

10.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to

be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

10.5. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

10.6. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

10.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

10.8. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

10.9. Counterparts. This Agreement may be executed in counterparts, and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

10.10. Venue. Venue for all legal proceedings shall be in the Superior Court in and for the County of Stanislaus in the State of California.

10.11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been entered into by and between EMPLOYEE and CITY as of the date of the Agreement set forth above.

CITY:

City of Riverbank, a municipal corporation
of the State of California

EMPLOYEE:

By: _____
Marisela H. Garcia, City Manager

By: _____
Cody Bridgewater, an individual

Date Signed: _____

Date Signed: _____

By: _____
Gabriela Hernandez, City Clerk

Date Signed: _____

Approved as to Form and Content:

By: _____
Thomas P. Hallinan, City Attorney