EMPLOYMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
JOVAN D. GROGAN

This EMPLOYMENT AGREEMENT is made by and between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Jovan D. Grogan ("Employee") as of February 7, 2023.

RECITALS

This Agreement is entered into on the basis of the following facts:

A. City, acting with the approval of its duly elected City Council, desires to appoint and employ Jovan D. Grogan as its City Manager subject to the terms and conditions set forth in this Agreement, the Government Code of the State of California, the Santa Clara City Code and the Charter of the City of Santa Clara (the "Charter").

B. The Charter provides that the City Manager shall be appointed by and serve at the pleasure of the City Council.

C. Employee desires to be employed by the City as its City Manager, subject to the terms and conditions set forth in this Agreement, the Government Code of the State of California, the Santa Clara City Code and the Charter.

D. City and Employee desire to establish specific terms and conditions relating to compensation, including salary and benefits, performance evaluations and related matters.

AGREEMENT PROVISIONS

BASED UPON THE FOREGOING, CITY AND EMPLOYEE AGREE AS FOLLOWS:

1. Employment. City Council appoints and employs Employee as City Manager with the City of Santa Clara and Employee accepts the appointment and employment. Employee acknowledges and agrees that as City Manager, Employee serves in an at-will capacity, serving at the pleasure of the City Council, with no expectation of continued employment, and with no right to pre-or-post-separation due process or appeal as provided in Santa Clara City Charter Section 800, et seq., Government Code Section 36506 as applicable, and Santa Clara City Code 2.15.010. Such appointment and employment shall be effective on May 1, 2023 (“Effective Date”) and shall continue until such time as this Agreement is terminated by either party.

2. Duties of the City Manager. Employee shall perform the duties established for the City Manager by the Charter, the Santa Clara City Code, governing documents for City-related entities, and the City Council, and by any applicable law, ordinance, resolution, rule, or regulation including, without limitation, as reflected in the description of duties for

the City Manager position, attached hereto as Exhibit E and hereby incorporated by reference.

2.1. Full Energy and Skill. Employee shall devote their full energy, skill, ability, and productive time to the performance of the "Duties of the City Manager" referenced herein.

2.2. Council-Employee Relations. City and Employee acknowledge that an excellent City Council-Employee relationship is in the best interest of the City and accordingly each agrees to use best efforts to foster City Council-Employee communications.

2.3. Conflict. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of the "Duties of the City Manager" described herein. Employee acknowledges that they are subject to and will abide by the various conflict of interest requirements found in the California Government Code and other applicable state and local policies and regulations concerning conflicts of interest.

2.4. Code of Ethics and Values. Employee shall adhere to the City of Santa Clara's Code of Ethics and Values, a copy of which is attached as Exhibit A and incorporated herein.

2.5. Permission Required For Outside Activities. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, without the express, written consent of the Mayor or other Council member designated by City Council. Charitable or religious engagements that do not conflict with the duties of the City Manager are not a violation of Section 2.5.

2.6. Professional Activities.

(a) During Employee's appointment as City Manager, Employee is expressly authorized to participate in professional activities, including but not limited to meetings, conferences, and other events conducted or sponsored by any professional organizations related to their work responsibilities as City Manager, including responsibilities identified in the Section, provided that their ability to perform the "Duties of the City Manager" described herein is not compromised.

(b) Employee shall be paid regular salary and benefits while traveling to, attending, or participating in professional activities, and shall be entitled to expense advances in accordance with City policy applicable to other Council-appointed officers. Subject to annual appropriation and any limitations in the City travel policy attached hereto as Exhibit D (City Manager's Directive 028 Travel Policy, hereinafter "Policy"), Employee is

entitled to reimbursement for the actual costs of the following expense categories that they incur as a result of the Professional Activities authorized in this Section: membership fees, airfare, rental car (if necessary), conference fees and lodging, in accordance with the City's policy.

(c) To the extent the Policy vests authority in an employee's supervisor, the City Manager or designee, such authority shall be vested in the Mayor or other council member designated by City Council. Employee shall inform and receive advance written permission by e-mail from the Mayor or other council member designated by the City Council in advance of absences of more than one day related to such Professional Activities.

(d) The City Manager may not change any terms of the Policy that are applicable to them without the express, advance approval of the City Council. The City Manager maintains discretion to approve modifications of this Policy as applicable to other City employees.

2.7. Other Roles. Employee shall also serve as Contract Administrator for the Sports & Open Space Authority, Executive Director for the Housing Authority, Chief Executive Officer of the Stadium Authority, Staff Chair for the Economic Development Team, Executive Director for the Bayshore North Project Enhancement Authority, and Executive Director for the Successor Agency to the Redevelopment Agency.

3. Compensation. While performing the duties of City Manager, Employee shall be compensated as provided in this Section.

3.1. Salary. Employee shall receive an annual salary of Four Hundred and Five Thousand and Fifty-Six Dollars, and Forty Cents ($405,056.40), less all authorized and appropriate deductions and withholdings, payable in pro-rata increments on regular City paydays, commencing on the first day of employment.

3.2. Adjustments.

(a) Employee shall receive a two percent (2.0%) Cost of Living Adjustment ("COLA") to their Base Salary, effective the first regular pay period in 2024.

(b) Prior to the first regular pay period in 2024, and in conjunction with Employee's annual performance appraisal (see Section 4 below), the City Council will meet with the Employee for the express purpose of determining, in its sole discretion, whether to grant Employee a merit-based salary adjustment, in an amount deemed appropriate by the City Council and otherwise permitted by law. This merit-based salary adjustment would be in addition to the COLA identified in Section 3.2, subsection (a) above.

(c) Following January 30, 2024, Council will, in its sole discretion, determine whether to provide Employee with any additional base salary or other compensation adjustments. Council will make such determinations in

conjunction with Employee's annual performance appraisal (see Section 4 below) or at any other time that Council, in its sole discretion, deems appropriate. Any adjustments made pursuant to this subsection shall be memorialized in writing as an amendment to this Agreement and shall be approved by the City Council in open session.

3.3. Benefits and Allowances.

(a) Except as otherwise specified in this Agreement, Employee will be eligible for, and shall receive, the benefits provided in the following identified sections of the Miscellaneous Unclassified Employees Memorandum of Understanding ("MOU") for Unit 9 as of May 1, 2023. To the extent these sections vest authority in a Unit 9 member's supervisor, Department Head, City Manager or designee, such authority shall vest to the Mayor or other Council member designated by City Council.

i. Section 2 – California Public Employees' Retirement System

ii. Section 4 – Holidays

iii. Section 6 – Vacation Accrual and Usage

iv. Section 7 – Health Insurance

v. Section 8 – Dental Insurance

vi. Section 9 – Vision Insurance

vii. Section 10 – Long Term Disability

viii. Section 11 – Life Insurance

ix. Section 12 – Automobile Allowance

x. Section 13 – Mobile Communication Device Allowance

xi. Section 16 – Sick Leave/Family Sick Leave/Personal Leave

xii. Section 17 – Bereavement Leave

xiii. Section 19 – Retiree Medical Reimbursement Benefit

xiv. Section 24 – Industrial Injury/Continuation of Insurance Benefits While on Workers' Compensation

xv. Section 25 – Management Leave Program

xvi. Section 26 – Flexible Spending Plan

(b) In the event a successor MOU includes a change to any of the sections enumerated above, the City Council shall, in its discretion, determine the extent to which such changes are applicable to Employee.

(c) Entitlement to any and all benefits provided under this Section 3.3 shall cease immediately upon termination of employment, excluding health benefits provided as Severance pursuant to Section 6.1.

(d) A copy of the MOU is attached as Exhibit B and the provisions enumerated in Section 3.3 subsection (a) are incorporated herein. No side letters to the MOU (including but not limited to the Side Letters executed between the City and Unit 9 regarding Amendment to the December 15, 2019 – December 30, 2024 Memorandum of Understanding ("MOU") dated September 8, 2022 and Use of Compensatory Time Off ("CTO") dated November 4, 2020) shall be applicable to Employee.

3.4. Deferred Compensation. Employee may participate in ICMA-RC for deferred compensation programs. The City shall contribute Eight Thousand, Six Hundred Dollars and Zero Cents ($8,600.00) annually, prorated and contributed on the City's normal paydays, to a 457 or a 401(a) retirement plan account established for Employee. Employee will make any additional contributions required under the plan, if any, and may make additional voluntary contributions, if permitted.

3.5. Vacation. MOU Section 6 shall govern the terms and conditions related to Employee's use of vacation during their tenure with the City, unless expressly stated otherwise in this Agreement. Section 6, subsection (A) of the MOU [vacation within the first 6 months of employment] and subsection (E) of the MOU [Maximum Vacation Accrual Limit] are not applicable to Employee.

(a) Effective the first day of employment, Employee will have a vacation bank of 120 hours.

(b) Employee shall accrue vacation at the rate and be subject to a maximum accrual as specified in Section 6 of the Unit 9 MOU as of May 1, 2023 as though Employee has completed ten (10) years of service with the City. In the event a successor MOU includes a change to the specified accrual rate or maximum accrual, the City Council shall, in its discretion, determine the extent to which such change applies to Employee.

(c) Employee shall seek and obtain advance approval from the Mayor or other Council member designated by City Council to use vacation time.

3.6. Sick Leave. MOU Section 16 [Sick Leave/Family Sick Leave/Personal Leave] shall govern the terms and conditions related to Employee's use of such leaves during their tenure with the City, unless expressly stated otherwise in this Agreement. Effective the first day of employment, Employee will have a sick leave bank of 120 hours.

3.7. Management Leave. MOU Section 25 [Management Leave] shall govern the terms and conditions related to Employee's use of management leave during their tenure with the City, unless expressly stated otherwise in this Agreement. Employee shall not be entitled to management leave until their one-year anniversary date of employment, at which time they will be credited 120 hours in

their management leave bank. This term expressly supersedes subsections (A) and (B) of Section 25 of the MOU.

3.8. Automobile Allowance. MOU Section 12 [Automobile Allowance] shall govern the terms and conditions related to Employee's use of the automobile allowance program, unless expressly stated otherwise in this Agreement. Employee shall be entitled to a monthly automobile allowance of Five Hundred and Twenty Dollars and Zero Cents ($520.00).

3.9. Past Practices. No past practices or benefits previously provided to the City Manager position or past practices or benefits provided to any other City position shall be applicable unless specifically incorporated and approved in this agreement.

4. Performance Appraisal. The City Council shall make best efforts to undertake a performance appraisal of the Employee at least every twelve (12) months following the Employee's original date of hire. The City Council may conduct performance appraisals more frequently in its sole discretion.

5. Additional Expenses of Employment. The City shall pay the costs of any fidelity or other bonds required by law for Employee.

6. Termination, Resignation and Severance Pay. Removal of Employee shall conform to the requirements of Charter section 806. Employee understands and agrees that they have no constitutionally protected property or other interest in continued employment as City Manager. Employee understands that notwithstanding any other applicable laws, resolutions, and policies, they have no right to pre-or-post-disciplinary due process. Employee further understands and agrees that they work at the will and pleasure of the City Council and that they may be terminated at any time, with or without Cause (as defined below).

6.1. No Cause Termination. In the event that Employee's employment as City Manager is Terminated (as defined below) for no reason or for any reason other than as set forth in Sections 6.2 and 6.6 below and Employee signs, does not revoke, and delivers to the City Council a general and full release of all claims substantially in the form attached as Exhibit C (Severance and Release Agreement), which may be amended as required by law to effectuate a full and complete release, on or after Employee's termination date but no later than the date set by the City Council at the time of termination in accordance with applicable law, City shall provide the following severance benefits ("Severance"):

(a) If Employee is Terminated before November 1, 2023, City shall pay Employee a severance amount equal to six (6) months' base salary and shall pay for continued health benefits (medical, dental, and vision) for Employee and any dependents enrolled during employment for six (6) months or until Employee secures health benefits through another source, whichever comes first.

(b) If Employee is Terminated between November 2, 2023 and January 1, 2024, City shall pay Employee a severance amount equal to eight (8)

months' base salary and shall pay for continued health benefits (medical, dental, and vision) for Employee and any dependents enrolled during employment for eight (8) months or until Employee secures health benefits through another source, whichever comes first.

(c) If Employee is Terminated January 2, 2024, or after, City shall pay Employee a severance amount equal to ten (10) months' base salary and shall pay for continued health benefits (medical, dental, and vision) for Employee and any dependents enrolled during employment for ten (10) months or until Employee secures health benefits through another source, whichever comes first.

(d) The parties understand and agree that any severance-related payments through the City's payroll system and/or on its payroll schedule shall not constitute continued employment for any purpose nor shall they entitle Employee to any benefits beyond those set forth in this Section 6.1.

(e) Severance shall include only the cash payments and health benefits described in this Section.

(f) For purposes of this Section, "Terminated" shall mean any of the following:

i. The City Council ends the employment relationship; or

ii. Employee resigns after the City Council requests Employee's resignation.

(g) The City shall, in its discretion, decide whether to issue the severance amount and the continued health benefits as either a lump-sum cash payment and direct payment of Employee's COBRA costs for the continued health benefits period, or to issue severance-related payments through the City's payroll system and/or its payroll schedule and maintain the Employee and eligible dependents on the City's health insurance plan during the continued health benefits period. For purposes of this subsection, "continued health benefits period" refers to the duration for which the Employee and eligible dependents shall receive health insurance benefits pursuant to either subsection (a), (b), or (c) of Section 6.1. If the City decides to issue severance-related payments through the City's payroll system, the City shall convert remaining non-health related payments to a lump-sum cash payment if requested by the Employee and necessary for the Employee to obtain employment elsewhere.

6.2. <u>For Cause Termination.</u> Notwithstanding Section 6.1 above, City shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under the provisions of Section 6.1 if Employee is terminated for Cause. Cause shall be defined as any of the following:

(a) Conviction of or a plea of nolo contendere to a felony or a misdemeanor involving moral turpitude, dishonesty, breach of trust, abuse of position, or unethical conduct;

(b) Material willful misconduct, material or willful gross neglect, fraud, misappropriation, embezzlement, theft, or dishonesty;

(c) Willful or repeated failure, for reasons other than disability, to devote substantially all of Employee's business time and effort to the City; or

(d) Violation of the City's Code of Ethics and Values (Exhibit A).

6.3. Abuse of Office or Position. If Employee is convicted of a crime involving an abuse of their office or position, or moral turpitude, all of the following shall apply:

(a) If Employee is provided with paid administrative leave pending an investigation, Employee shall be required to fully reimburse City such amounts paid;

(b) If City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is generally not obligated to pay for criminal defense), Employee shall be required to fully reimburse City such amounts paid; and

(c) Any severance benefits not yet paid to Employee shall be forfeited.

For purposes of this Section, abuse of office or position means either an abuse of public authority, including waste, fraud, misappropriation of funds, or other illegal fiscal practices, violation of the law under color of authority, or a crime against public justice.

6.4. Resignation. Employee shall provide at least sixty (60) days' written notice to City in the event Employee voluntarily resigns or retires. This notice requirement may be waived by the City in its sole discretion. Except as provided in Section 6.1 subsection (f), in the event Employee voluntarily retires or resigns their position, Employee shall be entitled only to earned but unpaid base salary, accrued but unpaid expenses required to be reimbursed, and any vacation accrued through the date of separation from employment.

6.5. Death of Employee. If, during the Term or any extended Term, Employee dies, Employee's estate shall receive outstanding wages and accrued vacation, but shall not be entitled to any additional compensation or payment, including Severance.

6.6. Medical Separation. Subject to the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act, in the event Employee is unable to perform the duties of City Manager, because of sickness, accident, injury, or mental or physical incapacity for a period exceeding any provided sick leave pursuant to this Agreement or other legally mandated leave, City may terminate Employee's employment and this Agreement without penalty or Severance.

6.7. Elections. City Council shall take no action to terminate Employee without Cause within ninety (90) days before and after the seating of a new member following any election in which one or more new members are elected to the City Council. This Section does not apply if Employee is terminated for a reason set forth in

Sections 6.2 and 6.6. There is no express or implied promise made to Employee for any form of continued employment. Employee shall have no right to a termination hearing other than as provided in the Charter.

6.8. State Law. This Agreement is subject to California Government Code section 53260 et seq. Government Code section 53260 subdivision (a) provides:

> *All contracts of employment between an employee and a local agency employer shall include a provision that provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract, with the following exceptions:*
>
> *(1) If the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.*
>
> *(2) In the case of a district superintendent of schools, for contracts of employment executed on or after January 1, 2016, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 12.*

This Agreement has no set term. This Section 6.8 in no way modifies the term of this Agreement.

7. Miscellaneous.

7.1. Indemnity. In accordance with and to the extent provided by the California Tort Claims Act (Government Code sections 825, et seq.) and Government Code sections 995-996.5, the City shall defend and indemnify Employee against and for all losses sustained by the Employee in direct consequence of the discharge of the Employee's duties on the City's behalf for the period of the Employee's employment. This Section shall be equally applicable to each City related entity as though set forth in an indemnity agreement between the Employee and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City related entity and shall indemnify and hold the Employee harmless against any failure or refusal by the City related entity to perform its obligations under this Section. Further, if the City provides funds for legal criminal defense pursuant to this Section and the terms of the Government Code, 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. This Section shall survive termination of the Agreement.

7.2. Notices. Notices given under this Agreement shall be in writing and shall be either:

(a) served personally; or

(b) delivered by first class United States mail, certified, with postage prepaid and a return receipt requested; or

(c) sent by Federal Express, or some equivalent private mail delivery service.

Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this Section.

For City: Attention: Mayor
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

For Employee: Jovan D. Grogan
Address on file with the City

7.3. Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations, and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated and signed by the parties, approved by the City Council, and attached hereto.

7.4. Applicable Law and Venue. This Agreement shall be interpreted according to the laws of the State of California. Venue of any action regarding this Agreement shall be in the Santa Clara County Superior Court.

7.5. Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.

7.6. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

7.7. Representation by Counsel. Employee and City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their

respective choices with respect to the matters that are the subject of this Agreement prior to executing it.

7.8. Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents or any such section or subsection.

The Parties acknowledge and accept the terms and conditions of this Employment Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

_____
LISA M. GILLMOR
Mayor

_____
JENICA MALDONADO
Renne Public Law Group

ATTEST:

_____
JOVAN D. GROGAN
Employee

_____
NORA PIMENTEL
City Clerk

Attachments:

Exhibit A - City of Santa Clara's Code of Ethics and Values
Exhibit B - Miscellaneous Unclassified Employees Unit 9 Memorandum of Understanding
Exhibit C - Severance and Release Agreement
Exhibit D - City Manager’s Directive 028 Travel Policy
Exhibit E - Description of Duties

EXHIBIT A

City of Santa Clara's Code of Ethics and Values

City of Santa Clara, CA
Code of Ethics and Values

PREAMBLE

The proper operation of democratic government requires that decision-makers be independent, impartial, and accountable to the people they serve. The City of Santa Clara has adopted this Code of Ethics and Values to promote and maintain the highest standards of personal and professional conduct in the City's government. All elected and appointed officials, City employees, volunteers, and others who participate in the city's government are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its eight core values in their work. Because we seek public confidence in the City's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this code.

1. **As a Representative of the City of Santa Clara, I will be *ethical.***

   In practice, this value looks like:

   a.) I am trustworthy, acting with the utmost integrity and moral courage.

   b.) I am truthful, do what I say I will do, and am dependable.

   c.) I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, and financial and other personal interests that impair my independence of judgment or action.

   d.) I am fair, distributing benefits and burdens according to consistent and equitable criteria.

   e.) I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions.

   f.) I show respect for persons, confidences, and information designated as "confidential."

   g.) I use my title(s) only when conducting official City business, for information purposes, or as an indication of background and expertise, carefully considering whether I am exceeding or appearing to exceed my authority.

2. **As a Representative of the City of Santa Clara, I will be *professional.***

   In practice, this value looks like:

   a.) I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.

   b.) I approach my job and work-related relationships with a positive attitude.

   c.) I keep my professional knowledge and skills current and growing.

3. **As a Representative of the City of Santa Clara, I will be *service-oriented.***

   In practice, this value looks like:

   a.) I provide friendly, receptive, courteous service to everyone.

   b.) I am attuned to, and care about, the needs and issues of citizens, public officials, and city workers.

c.) In my interactions with constituents, I am interested, engaged, and responsive.

4. **As a Representative of the City of Santa Clara, I will be *fiscally responsible***
   In practice, this value looks like:
   a.) I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability.
   b.) I demonstrate concern for the proper use of City assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
   c.) I make good financial decisions that seek to preserve programs and services for City residents.

5. **As a Representative of the City of Santa Clara, I will be *organized.***
   In practice, this value looks like:
   a.) I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long term goals.
   b.) I follow through in a responsible way, keeping others informed, and responding in a timely fashion.
   c.) I am respectful of established City processes and guidelines.

6. **As a Representative of the City of Santa Clara, I will be *communicative.***
   In practice, this value looks like:
   a.) I convey the City's care for and commitment to its citizens.
   b.) I communicate in various ways that I am approachable, open-minded and willing to participate in dialog.
   c.) I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations.

7. **As a Representative of the City of Santa Clara, I will be *collaborative.***
   In practice, this value looks like:
   a.) I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
   b.) I work towards consensus building and gain value from diverse opinions.
   c.) I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.
   d.) I consider the broader regional and State-wide implications of the City's decisions and issues.

8. **As a Representative of the City of Santa Clara, I will be *progressive.***
   In practice, this value looks like:
   a.) I exhibit a proactive, innovative approach to setting goals and conducting the City's business.
   b.) I display a style that maintains consistent standards, but is also sensitive to the need for compromise, "thinking outside the box," and improving existing paradigms when necessary.
   c.) I promote intelligent and thoughtful innovation in order to forward the City's policy agenda and City services.

Approved by City Council on April 4, 2000; modified by Council on August 21, 2001

EXHIBIT B

Miscellaneous Unclassified Employees Unit 9
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

between

CITY OF SANTA CLARA

and

MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES UNIT 9

DECEMBER 15, 2019 - DECEMBER 31, 2024

MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES, UNIT #9
DECEMBER 15, 2019 - DECEMBER 31, 2024

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MEMORANDUM OF UNDERSTANDING
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MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES, UNIT #9
DECEMBER 15, 2019 - DECEMBER 31, 2024

In accordance with the provisions of Section 18 of the City of Santa Clara Resolution #2979, entitled "Employer-Employee Relations", this Memorandum of Understanding constitutes the results of discussions between designated representatives of the City Management Staff (City) and the Miscellaneous Unclassified Management Employees of the City of Santa Clara (Unit 9) on all matters within the scope of representation. The term of this Agreement shall be from December 15, 2019 through December 31, 2024.

1. WAGE ADJUSTMENTS

A. Effective December 15, 2019, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall remain status quo.

B. Effective the first pay period of calendar year 2021, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall remain status quo.

C. Effective the first pay period of calendar year 2022, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 4.5%.

D. Effective the first pay period of calendar year 2023, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 3.25%.

E. Effective the first pay period of calendar year 2024, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 3.25%.

F. During the term of this Agreement, the parties agree that the MOU will reopen on the issue of wages if either of the following occurs:

1) The total annual calendar year General Fund Transient Occupancy Tax (or “TOT”) revenues remitted to the City and allocated to any of the calendar years covered by this Agreement Equal or surpass the City’s actual total TOT revenues from March 1, 2018 to February 28, 2019. After calendar year 2022, the TOT revenues remitted to the City shall be adjusted to normalize for any potential change in the TOT rate if passed by voters on the ballot for purposes of this section; OR

2) Forecasted General Fund deficits remain above $20 million ongoing, as reflected in updated or revised Ten-Year General Fund Forecasts released after July 1, 2021.

The City agrees to provide an update on the City's TOT revenues to the Association upon the Association's request. In the event either of the foregoing occur, either party may request to meet to discuss the subject of wages. Any changes will be by mutual agreement. The parties understand and agree that this will not be a meet and confer within the meaning of section 3505 of the MMBA and that neither party will have access to any impasse resolution procedure except as mutually agreed.

G. The parties agree to meet and confer over wages in the event the City reaches agreement on a new general wage increase to be effective during Calendar Year 2021 or 2022 with any other miscellaneous bargaining unit as part of an agreement on a successor Memorandum of Understanding (MOU). For purposes of this section, "general wage increase" means a wage increase applicable to all members of the bargaining unit (not a subset), but only if that agreement does not also include an agreement for an alternative cost saving measure (including but not limited to unpaid furlough days). Additionally, the parties agree that this section shall not apply to any general wage increases applicable to sworn public safety bargaining units or to miscellaneous bargaining units that are exclusively funded through sources other than the General Fund.

2. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The City has contracted with CalPERS to provide employees with the 2.7% at age 55 formula with "highest single year" effective December 17, 2006 for "Classic" or "Legacy" employees as defined by CalPERS and the Public Employees' Pension Reform Act of 2013 (PEPRA) and the 2.0% at 62 with "highest three year average" for "New Members" as defined by CalPERS and PEPRA. Classic/Legacy employees shall continue to pay the employee contribution rate and New Members shall contribute 50% of the "normal cost" of their pension formula as required and defined by CalPERS and PEPRA. The employee's CalPERS retirement contribution will continue to be treated as tax deferred.

3. APPLICATION OF MOU TO REIMBURSED SERVICES

The terms of this Memorandum of Understanding shall not apply to Unclassified Management Employees when such employees are providing their services to another agency that is reimbursing the City of Santa Clara for salary and fringe benefits of such employees. Such arrangements shall be mutually agreed upon between the employee and the City.

4. HOLIDAYS

A. Employees shall be provided 13 annual paid holidays (computed on the eight hour per day pay rate). Any additional permanent holidays designated by the City Council will be afforded represented employees of Unit 9. Additional permanent holidays under this section shall be defined as a holiday on which City offices are closed.

B. Additionally, effective December 2020, the City shall provide 32 hours for four additional paid holidays between December 25th and January 1st of the following calendar year. If there are more than four working days between December 25th and January 1st of the following calendar year,

the City shall designate which four working days shall be paid holidays under this paragraph. Employees whose jobs require them to work on these days would receive banked paid hours off instead (up to 8 hours per holiday), which hours may and must be used during the applicable MOU year with the approval of the applicable supervisor/manager.

5. JOB SECURITY

Represented members will be compensated at the rate of forty (40) hours salary per year of service to a maximum of six hundred and forty (640) hours should they be terminated from employment for reasons other than cause as defined under Section 6.4 of the Civil Service Rules and Regulations.

6. VACATION ACCRUAL AND USAGE

Represented employees will be entitled to use vacation as it is earned under the following conditions:

A. Vacation may not be taken during the first 6 months of regular employment.

B. Vacation will be earned on a bi-weekly basis (1/26 of the yearly accrual) provided that the employee is in a paid status for at least 2/3 of the hours (53.4 hours) of that pay period.

C. Accrued vacation time will be paid off regardless of term of employment.

D. Annual and maximum vacation accrual rates, calculated to four decimal points for accuracy, are as follows:

COMPLETED YEARS OF SERVICE	ANNUAL ACCRUAL	MAXIMUM VACATION ACCRUAL LIMIT
1 through 4	80 hours	480 hours
5 through 9	120 hours	480 hours
10 through 15	168 hours	480 hours
16 through 20	176 hours	480 hours
21 years +	192 hours	480 hours

E. Maximum Vacation Accrual Limit – Employees are limited to the maximum accrual of vacation as defined. The current vacation balance, the annual accrual and the current pay period usage are all shown on the employees' pay check stub and are the responsibility of the employee to track for compliance with this provision.

1) Effective December 27, 2020 (the first pay period of calendar year 2021), the Maximum Vacation Accrual Limit as described in Section 6.D above shall be temporarily suspended for two (2) years until the end of the last pay period of calendar year 2022. Employees may continue to accrue vacation above the Maximum Vacation Accrual

Limit until December 24, 2022 (the end of the last pay period of calendar year 2022).

2) Effective December 25, 2022 (the first pay period of calendar year 2023), employees shall not be allowed to accrue vacation above the Maximum Vacation Accrual Limit.

3) Temporary Supplemental Vacation Accrual – Effective December 25, 2022 (the first pay period of calendar year 2023), employees holding positions in classifications assigned to Unit 9 shall be eligible for the Temporary Supplemental Vacation Accrual. The Temporary Supplemental Vacation Accrual is a separate vacation balance subject to the following:

(a) Effective December 25, 2022, all unused accrued vacation hours above 400 hours as of December 24, 2022 (the last pay period of calendar year 2022) shall be placed in the Temporary Supplemental Vacation Accrual balance.

(i) The following is only an example of the Temporary Supplemental Vacation Accrual described above, and any figures are for illustration purposes only and assumes the employee does not use vacation.

Issue	Hours
Vacation Balance as of December 24, 2022 (the last pay period of calendar year 2022)	500
Hours to be placed in Temporary Supplemental Vacation Accrual	100
Vacation Balance as of December 25, 2022 (the first pay period of calendar year 2023)	400
Hours that can be accrued in calendar year 2023	80
Hours that can be accrued above the Maximum Vacation Accrual Limit of 480 hours	0

(b) The Temporary Supplemental Vacation Accrual balance may not be increased.

(c) Subject to supervisory approval, any Temporary Supplemental Vacation Accrual shall be available for use to the employee until the Temporary Supplemental Vacation Accrual balance has been exhausted.

(d) If an employee leaves or retires from City service, any unused Temporary Supplemental Vacation Accrual hours shall not be subject to the terms of Section 6.I below. Any accrued but unused Temporary Supplemental Vacation Accrual hours will be cashed out upon the employee's retirement or other separation from City service. If permitted by the City's deferred compensation plan and applicable law, the separating employee may elect to contribute all or a portion of their accrued but unused Temporary Supplemental Vacation Accrual hours to their deferred compensation account by

submitting a written request no later than 30 days prior to their separation from City service.

(e) An employee must first use their Temporary Supplemental Vacation Accrual for any vacation leave taken until the Temporary Supplemental Vacation Accrual balance has been exhausted, subject to supervisory approval.

(f) An employee must use their Temporary Supplemental Vacation Accrual for any leave of absence until the Temporary Supplemental Vacation Accrual balance has been exhausted subject to any requirement that sick leave be utilized first.

(g) An employee may not be on unpaid status until the Temporary Supplemental Vacation Accrual balance has been exhausted and must use their Temporary Supplemental Vacation Accrual until the Temporary Supplemental Vacation Accrual balance has been exhausted, with the exception of any formal disciplinary action pursuant to the City's Civil Service Rules.

F. Vacation may be used in one-tenth (1/10th) hour increments.

G. Employees who begin work prior to July 1st or continue to be employed after the first calendar year of employment are required to use at least one-half of the vacation accrued during the prior calendar year during the current calendar year.

H. Subject to having a sufficient balance of accrued vacation available, an employee may, on a twice per year basis, request to be paid at his/her current hourly pay rate for a total combined maximum of 80 hours of accrued vacation.

I. In lieu of receiving a vacation-leave cash payout at retirement, the Miscellaneous Unclassified Management Employees may vote to roll accrued vacation leave hours (except for any hours in the Temporary Supplemental Vacation Accrual balance) into the employee's VEBA account, subject to Association compliance with Federal rules associated with employee contributions of vacation leave to their VEBA accounts.

7. <u>HEALTH INSURANCE</u>

A. For employees who enroll in a City offered health plan and whose benefits exceed the total of the City's Health Flex Contribution, Additional Health Flex Contribution, and/or Regular Flex Contribution applicable to the employee and as described below, the balance of the benefits shall be paid by a salary deduction from the pay of the individual employee.

B. Health Flex Contribution

1) The City offers full-time employees a Health Flex Contribution to put toward the payment of a City offered health plan. The City shall modify the Health Flex Contribution each calendar year using the Rate of Pay Safe Harbor (based on the lowest base pay of any full-time position covered by this MOU) to ensure the City's offered

coverage is "affordable." The City contributes the statutorily required minimum contribution under the Public Employees Medical and Hospital Care Act (PEMHCA) as determined by CalPERS in each calendar year. It is understood and agreed that the Health Flex Contribution described in this paragraph shall be equal to or exceed the City's statutorily required minimum PEMHCA contribution.[1]

2) Employees may not receive all or any portion of the Health Flex Contribution as cash or any other taxable benefit, and must apply the Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of the Health Flex Contributions.

C. Additional Health Flex Contribution

1) Full-time employees who enroll in a City health plan for which the premium amount is more than $946.86/month shall receive an Additional Health Flex Contribution in the amounts described in this section.

2) Employees may not receive all or any portion of the Additional Health Flex Contribution as cash or any other taxable benefit, and must apply the Additional Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of the Additional Health Flex Contributions.

3) Effective January 1, 2020, full-time employees who enroll in a City health plan for which the premium amount is more than $946.86/month shall receive an Additional Health Flex Contribution. The Additional Health Flex Contribution, when added to the Health Flex Contribution described in the prior section and the Regular Flex Contribution described herein, shall not exceed $200 per month over the Kaiser employee only premium amount for the applicable year.[2]

4) Effective January 1, 2023, full-time employees:

(a) Who enroll in a City health plan for Employee Only coverage for which the premium amount is more than $946.86/month shall receive an Additional Health Flex Contribution to be put towards the premium amount. The City will provide an Additional Health Flex Contribution amount that, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed $200 per month over the Kaiser employee only premium amount for the applicable year.

(b) Who enroll in a City health plan for Employee Plus One coverage or Employee Plus Family coverage for which the premium amount

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[1] As an example, for 2020, the PEMHCA minimum is approximately $139/month and the Health Flex Contribution is $139.00/month, which includes the PEMHCA minimum of $139/month.

[2] As an example, for 2020, the Additional Health Flex Contribution is approximately $23.70/month to these individuals since $200 over the Kaiser employee only premium amount in 2020 is approximately $970.56/month.

is more than $946.86/month shall receive an Additional Health Flex Contribution to be put towards the premium amount. The Additional Health Flex Contribution, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed an amount equal to 100% of the Kaiser Employee Plus One rate for the applicable year.

D. Regular Flex Contribution

1) The City will provide full-time employees a Regular Flex Contribution equal to $946.86 less the Health Flex Contribution. [3] Employees may use the Regular Flex Contribution to pay for health benefits offered under the City's Section 125 plan or may opt to receive any or all of the Regular Flex Contribution as taxable cash. An employee will receive a Regular Flex Contribution whether or not he/she enrolls in City-offered health benefits and notwithstanding the provisions of Section 7.E. below.

2) Employees hired or rehired on or after January 1, 2023, who choose not to enroll in a City health plan are not eligible for a Regular Flex Contribution.

E. Cash In Lieu

1) Full-time employees hired before January 1, 2023, who choose not to enroll in a City health plan for a plan year, and meet the requirements set forth below shall receive a Cash in Lieu amount per month for that plan year equal to $946.86 minus the Regular Flex Contribution as calculated each calendar year. [4] A full-time employee hired before January 1, 2023, who enrolls in coverage for a plan year, shall be treated in accordance with Sections 7.A-D and will not receive Cash in Lieu for that plan year.

2) Full-time employees hired or rehired on or after January 1, 2023, who choose not to enroll in a City health plan for a plan year, and meet the requirements set forth below, shall receive a Cash in Lieu amount for that plan year equal to $250/month. A full-time employee hired on or after January 1, 2023, who enrolls in coverage for a plan year, shall be treated in accordance with Sections 7.A-D and will not receive Cash in Lieu for that plan year.

3) In order to receive Cash in Lieu of health coverage, an employee must sign a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt Out Period.

(a) Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or

[3] As an example, for 2020, the Regular Flex Contribution for employees who are regularly scheduled to work 40 hours per week is approximately $807.86/month.

[4] As an example, for 2020, the Cash in Lieu amount is approximately $139.00/month for employees who are regularly scheduled to work 40 hours per week.

years that begin or end in or with the City's plan year to which the opt out applies.

(b) Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).

(c) Opt Out Period means the plan year to which the opt out arrangement applies.

(d) An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive Cash in Lieu.

(e) The Cash in Lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

(f) An employee who opts out of City-offered health benefits, but cannot provide the attestation, will not receive the Cash in Lieu contribution described in this subsection.

F. Flexible Spending Account (IRS Section 125 Plan)

The City has established a Flexible Spending Account benefit (IRS Section 125 Plan) for employees, which provides accounts in which employees may contribute pre-tax dollars for dependent care and un-reimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Service. Detailed information will be available in the Summary Plan Document.

This Plan is voluntary and participating employees will make pre-tax salary reduction elections to fund the plan.

G. Proration of Benefits:

For employees who may be eligible for benefits but work less than 40 hours per week, benefits shall be prorated based on the employee's full-time equivalent (FTE) level.

8. DENTAL INSURANCE

The City will pay toward dental insurance premiums an amount equal to the lowest cost employee only premium amount among the dental plans offered by the City. All employees are required to enroll in a dental plan.

9. VISION INSURANCE

For persons enrolled in the City's VSP vision plan, the City will pay toward vision insurance premiums an amount equal to the lowest cost employee only vision premium. Participation is voluntary. Employees that do not choose to enroll in a vision plan are not entitled to the benefit of City contributions to vision premiums

described in this paragraph.

10. LONG TERM DISABILITY

The City will continue to pay the cost of a long term disability insurance program. The LTD plan will have a maximum 60 day waiting period and the maximum monthly benefit will include those offsets required by law such as, but not limited to, SDI, retirement, reduced work schedule, worker's compensation, social security, and Railroad retirement.

11. LIFE INSURANCE

The City will pay the required premium for life insurance for represented employees in the amount of $50,000.

12. AUTOMOBILE ALLOWANCE

As an alternative to IRS mileage reimbursement or use of a City vehicle, an automobile allowance program will be available to represented employees as follows:

A. Department Heads including Assistant City Manager, Deputy City Manager and Deputy Director Redevelopment Agency/Sports & Open Space Authority (Executive Management) shall be entitled to a base monthly automobile allowance of $320 for use of their personal vehicles to conduct City business. Executive Management employees may be eligible to receive an additional amount up to a maximum of $200 per month based on required driving while conducting City business, at the discretion of the City Manager or his/her designee.

B. Assistant Department Heads and Division Managers shall be entitled to a base monthly automobile allowance of $200 for use of their personal vehicles to conduct City business. Assistant Department Heads and Division Managers may be eligible to receive an additional amount up to a maximum of $300 per month based on required driving while conducting City business, at the discretion of the City Manager or his/her designee.

C. Effective December 27, 2020 (the first pay period of calendar year 2021), the base monthly automobile allowance shall be paid on the first 2 pay periods of every month.

D. Upon request of the employee, prior to the beginning of each fiscal year, the City Manager or his/her designee will determine whether or not it is appropriate for a manager to receive an amount above the base monthly allowance. The determination will be made based on the requirements for use of the personal vehicles for City business and may require detailed driving information in order to grant an amount above the base monthly amount. This rate adjustment will become effective at the beginning of each fiscal year and will remain in effect for the full year unless there are unique circumstances requiring a modification.

E. Prior to the granting of this allowance, all insurance, driver's license, and vehicle registration as required under the State of California Vehicle Code, will be provided by the represented employee, and must be valid and in force at all times employees are operating their personal vehicles on City

business.

F. Employees receiving the automobile allowance are responsible for all gasoline and maintenance costs. Employees shall also maintain their personal vehicles in a clean and presentable condition while conducting City business.

G. A represented employee, who is currently assigned a City vehicle, may choose to continue using that assigned City vehicle in lieu of the automobile allowance.

H. The City reserves the right to substitute an assigned City vehicle in lieu of this automobile allowance for a represented employee if it is deemed to be in the City's best interest to provide a City vehicle to conduct City business.

I. A represented employee who is currently reimbursed for use of a personal vehicle in accordance with the IRS mileage reimbursement rate, may continue to utilize direct mileage reimbursement, in lieu of participation in this automobile allowance program.

13. MOBILE COMMUNICATION DEVICE ALLOWANCE

Mobile communication device allowance of $80.00 per month for eligible classifications.

14. MERIT PAY/SALARY ADJUSTMENT SYSTEM

Merit pay adjustments, or merit increases, as provided for in the Personnel and Salary Resolution are, and will continue to be available during the term of this MOU when and if approved by the applicable Department Head and the City Manager, subject to Section 14.G below. The Merit Pay Adjustment system shall include the following elements:

A. Each Unit 9 employee shall receive an annual evaluation.

B. Annual consideration of merit pay adjustments, subject to Section 14.G below, with an affirmative decision by the applicable Department Head shall be required each year following the annual evaluation.

C. Merit pay adjustments shall range from 0 to 5%. However, in 2016 and 2017 only, employee is guaranteed at least 2% and, with Department Head approval, up to 5%, subject to Section 14.G below.

D. In 2016, employees are eligible for a merit pay adjustment based on an evaluation prepared by February 2, 2016, which date will be their merit pay anniversary each year going forward.

1) Notwithstanding D. above, for employees that have been employed a full year as of February 2, 2016, they will be eligible on their actual anniversary date, which shall also be their merit pay anniversary date thereafter.

2) Notwithstanding D. above, for employees that receive a merit increase between January 1, 2015 and February 2, 2016, the date of their last merit increase shall be their new merit pay anniversary date.

3) If a Department Head has not completed an evaluation in time for a merit adjustment by an employee's anniversary date (February 2, 2016 for most employees), the applicable merit pay adjustment once determined shall be made retroactive to the first full pay period following the anniversary date (and to February 2, 2016 in 2016 for those persons whose anniversary date is February 2, 2016).

E. subject to Section 14.G below , the City shall not suspend or freeze consideration of merit pay adjustments for Unit 9 employees unless step increases are suspended or frozen for all bargaining units that utilize a step system.

F. The City and Unit 9 may, by mutually agreement, meet to discuss potential changes to the merit pay system and/or movement toward a step pay system more like other bargaining units.

G. Effective January 1, 2021, employees holding positions in classifications assigned to Unit 9 shall be ineligible for a merit increase for the next two (2) consecutive rating periods. This means that an employee in Unit 9 shall not be eligible for a merit increase until the third rating period after January 1, 2021, and after the employee has skipped two (2) consecutive rating periods where they did not receive a merit increase. Employees with a rating period that ends before January 1, 2021, will be eligible for a merit increase for that rating period pursuant to the Personnel and Salary Resolution, even if such merit increase (if any) is not approved until after January 1, 2021.

1) Employees hired or rehired or promoted or reclassified on or after January 1, 2021, and until on or before December 31, 2022, into positions in classifications assigned to Unit 9 shall be ineligible for a merit increase for the first two (2) consecutive rating periods. This means that an employee hired or rehired or promoted between January 1, 2021, and December 31, 2022, will not be eligible for a merit increase until the employee’s third rating period with the City after the employee was hired or rehired or promoted or reclassified into positions in classifications assigned to Unit 9.

(a) A current active City employee promoted or reclassified from another bargaining unit into a position in a classification assigned to Unit 9 between January 1, 2021, and December 31, 2022, shall be ineligible for a merit increase until the employee’s third rating period from the effective date of the promotion or reclassification.

(b) A current active City employee holding a position in a classification assigned to Unit 9 as of the effective date of this agreement who is promoted or reclassified into or accepts another position in Unit 9 between January 1, 2021, and December 31, 2022, shall be ineligible for a merit increase unless the employee has skipped two (2) consecutive rating periods where they did not receive a merit increase since January 1, 2021.

(c) Nothing in this Section is intended to prohibit a pay increase that may result from a current active City employee being promoted or reclassified into a position in a classification assigned to Unit 9.

15. EMERGENCY PAID LEAVE PROGRAM

A. Administration

Administration of this program shall be provided by a three (3) member Emergency Paid Leave Board (Board), consisting of two (2) members of the Unit 9 Board and the City Director of Human Resources (or designee). Determination of eligibility to use the vacation established in this Emergency Paid Leave pool will be by majority vote of this board. An adverse decision of this board may be appealed to the Unit 9 Board of Directors and their determination shall be final.

B. Method of Donation

1) Contribution of vacation will be computed at the employee's base hourly rate of pay (excluding premium or specialty pay).

2) Contribution may be made from earned vacation, or cash only. Conversion of Sick Leave to Vacation for purposes of donation to this pool will be immediately credited to the pool.

3) In a case where it has become known that an employee has been seriously injured or has a life-threatening illness and is in need of assistance from the Emergency Paid Leave Pool, contributions from accrued Sick Leave, computed at the contributing employee's base hourly rate of pay (excluding premium or specialty pay) may be made for the benefit of that specific employee who has the need.

4) Employee may authorize the City to automatically convert vacation that should be accrued to the employee to the pool when the employee's vacation accrual has reached the maximum allowed.

5) Funds contributed to the Emergency Paid Leave Pool will be placed in an interest bearing Trust Fund. The Trust Fund will be accumulated in total dollars. No record of number of hours contributed to the Pool will be maintained. An employee making a donation to the Pool will not have a vested right to the amount donated.

6) Employees, appointed Council officers, and the elected City Clerk may contribute earned vacation, or cash to the Emergency Paid Leave Pools of other City bargaining groups.

C. Use of Pool

1) Employee must have a verified emergency need for time off to request Emergency Paid Leave from the pool. An employee's initial request to use leave from the Emergency Paid Leave Pool shall be made to the City's Director of Human Resources (or designee). The Director of Human Resources (or designee) shall make an initial determination regarding whether the employee's request to use Emergency Paid Leave is for a verified medical emergency. The Director of Human Resources (or designee) shall notify the rest of the Board of the name of the

individual making the request, the date of the request and whether or not the individual's request qualified as a verified medical emergency need under this section. Medical emergencies for the employee or dependent shall be verified by a doctor's certification and shall include the anticipated duration of the medical emergency. Non-medical emergencies shall be verified by certification acceptable to the Board and shall include the anticipated duration of the emergency.

2) Employee must have exhausted appropriate paid leave (sick leave including eligible conversion to vacation or vacation) prior to becoming eligible to request emergency paid leave benefits from the pool.

3) The maximum time available from the pool (subject to the assets of the pool) will be 320 hours (four [4] pay periods) for Emergency Paid Leave benefits due to the illness or injury of the employee or the maximum allowable accrual of vacation for emergency needs of the family of the employee.

4) Emergency Paid Leave will be deducted from the pool based upon the employee's base hourly rate of pay (excluding premium or specialty pay).

5) Emergency Paid Leave hours will be made available for use in the pay period following approval by the Miscellaneous Unclassified Management Employees' Emergency Paid Leave Board.

6) Use of Emergency Paid Leave from the pool will be treated in the same manner as use of regular vacation. The employee will continue to accrue sick leave, vacation, insurance coverage and other benefits in the same manner as he/she would if using regularly credited vacation.

7) Emergency Paid Leave, which has been credited to the employee and has not been used when the emergency has terminated will be reinstated to the pool. Vacation, sick leave and other benefits, which have accrued to the employee, will remain in the employee's account.

16. <u>SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE</u>

A. Sick Leave

1) Employees shall accrue ninety-six (96) hours of sick leave per year of regular City employment. Sick leave shall accrue in equal amounts each pay period. Employees shall not accrue sick leave while they are on unpaid status.

2) Use of sick leave will be under the same terms and conditions as are now in place. Vacation, and Management Leave may be used to supplement sick leave with Department Head approval, as permitted and set forth in CMD 30.

B. Family Sick Leave

1) Not more than forty-eight (48) hours of sick leave within one calendar year shall be granted to any employee for the care or attendance upon members of his/her immediate family, unless the use of additional leave is

approved by the City Manager or designee. "Immediate family" is defined as spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, parent by marriage, step-parent, step-child, grandparent by marriage, son-in-law, daughter-in-law, sibling by marriage, foster parent, domestic partner, anyone residing with employee, or anyone dependent on the employee for care.

C. Personal Leave

1) Each calendar year, an employee is entitled to use thirty-two (32) hours of accrued sick leave as Personal Leave, provided he/she has sufficient sick leave balance available.

2) Personal leave is intended to provide the employee with paid time off to attend to legitimate personal business that may arise from time to time during the year. Personal Leave may be used to supplement sick leave as required.

3) The employee has an obligation to provide as much notice as possible so as to allow for proper scheduling by the department.

4) Providing that the minimal requirements of proper notification have been met, the use of Personal Leave should not be denied.

5) The adoption of this program does not modify the existing ability of the employee to exchange up to 96 hours of accrued sick leave for up to 48 hours of vacation, based upon two (2) hours of sick leave for one (1) hour of vacation as provided and defined in the Personnel and Salary Resolution.

17. <u>BEREAVEMENT LEAVE</u>

A. The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of an employee's immediate family, as defined in this Section. Employees are eligible to receive up to forty (40) hours of bereavement leave in the event of' the death of a parent, child, or sibling of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law), spouse or domestic partner; up to three (3) work days (regardless of shift assigned) of bereavement leave in the event of the death of a grandparent, grandchild, aunt or uncle of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law); and up to one (1) work day (regardless of shift assigned) of bereavement leave in the event of the death of a great-grandparent, great-grandchild, great-aunt, great uncle, niece, nephew, or first cousin of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law).

B. The bereavement leave benefit is based on each death occurrence and is not charged to the Salary Adjustment Form.

C. Up to five (5) work days of additional bereavement leave may be charged to an employee's sick leave balance with City Manager approval.

D. At the request of the City, the employee will provide verification.

18. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

A. The City established a Voluntary Employee Beneficiary Association (VEBA) trust under Internal Revenue Code Section 501(c)(9) for the purpose of providing a defined contribution post-retirement medical benefit for employees. The City contributes $50 per month per represented employee. Per the City's contract with VEBA, VEBA's consulting fee will be deducted from plan participant's accounts. These contributions shall be included on total compensation surveys. Specific information regarding the Plan is referenced in the Plan Document.

B. VEBA is a tax-exempt trust account formed under Internal Revenue Code Section 501(c)(9) designed to accumulate assets to fund the future payment of qualified unreimbursed medical expenses (including specified insurance premiums). At retirement, participants may withdraw the accumulated plan benefits to pay for unreimbursed health insurance premiums, qualified long-term care insurance premiums, and other qualified unreimbursed medical expenses and will not be taxed under current state and federal law. Withdrawals cannot be made for nonmedical purposes.

19. RETIREE MEDICAL REIMBURSEMENT BENEFIT

A. The Retiree Medical Reimbursement Benefit shall provide each employee who retires from the City with at least ten (10) years of regular City service with a reimbursement for unreimbursed single retiree health insurance premium beginning with the second full month after retirement from City service and ending with the last full month before the retiree's sixty-fifth (65th) birthday. Starting in the month in which the retiree turns age sixty-five (65), the reimbursement will be for unreimbursed Medicare single retiree supplemental health insurance premium. For premiums paid in calendar year 2017 that will be reimbursed in 2018, the City will reimburse an amount up to $343 per month, including the PEMHCA minimum, for unreimbursed single retiree health insurance premium or up to $205 per month, including the PEMHCA minimum, for unreimbursed Medicare single retiree supplemental health insurance premium. The amount of the City reimbursement will be adjusted thereafter once each year by the percentage change from October to October in the San Francisco-Oakland-San Jose urban wage earners and clerical workers (W) consumer price index from the prior year, but in no event will be increased more than 3.5%.

B. Beginning in 2004, the City will pre-fund this benefit with an amount to be determined by an actuary.

C. Each retiree will be required to submit proof of health insurance coverage to the City each year. The City will pay the reimbursement in a lump sum payment each year.

20. EMPLOYEE ASSISTANCE PROGRAM

The City will provide a confidential Employee Assistance Program for represented employees.

21. CHANGES TO JOB DESCRIPTIONS

Should the City propose a change of the job description, or should the City propose a new job classification and job description, of any job classification represented herein, the City Manager or designee will provide a copy of that proposed job description to Unit 9 for its review and comment back at least ten (10) work days before it is scheduled to be presented to the City Council for adoption. If the proposed compensation control point of a new classification has been established, the City Manager will also provide that proposed compensation control point to Unit 9 for its comment. For a revision of an existing job description, Unit 9 may include a request that the City Manager review the existing compensation control point for the job classification if there has been a significant change in the duties, responsibilities, or safety hazards of the job classification. The City Manager will give consideration to Unit 9 comments, but the final decision on the job description and compensation control point that is submitted to the City Council for adoption will be made by the City Manager.

22. LIMITED/ALTERNATIVE DUTY

A. Alternate Work Schedule (Nine-Eighty Schedule)

A Miscellaneous Unclassified Management employee shall be eligible to work a 9/80 alternate work schedule according to the conditions, criteria, and requirements set forth in City Manager's Directive 71. Requests to work a 9/80 schedule shall be made through or by the Department Head to the City Manager. The City Manager must approve the schedule and the City Manager or Department Head (for employees other than Department Heads) may terminate the schedule at any time.

B. Job Related Illness or Injury

Employees with a job related illness or injury, covered by Workers' Compensation, which prohibits performance of their regular duties, will be reassigned to limited or alternative duty under the following conditions:

1) Supervisors shall be advised of any industrial injury/illness as soon as practical.

2) Upon receipt of a Doctor's report providing work limitations, the City may identify a regular or modified assignment for which the employee has the required experience and training. Such assignment may be on a 40 hour per week or less basis, if mutually agreed between the City and the employee.

3) If the City is unable to identify a limited or alternative duty assignment for which the employee has the required experience and training, the employee will be reassigned to a Monday through Friday work schedule to accommodate required medical or other workers' compensation commitments.

C. Non Job Related Illness, Injury or Condition

Employees who have a non-job related illness, injury or condition which

prohibits performance of the employee's regular duties, may request assignment to limited or alternative duty. Nothing in these provisions is intended to imply that an employee has a right to a limited/alternative duty assignment, unless expressly provided by law. Such request will be accommodated, unless no appropriate limited or alternative duty assignment is available, under the following conditions:

1) Identification by the City of a regular or modified assignment for which the employee has the essential experience and training. Such assignment may be on a 40 hour per week or less basis, if mutually agreed between the City and the employee.

2) Submission of a written release from employee's doctor, subject to review by the City doctor, which allows the employee to perform all of the duties of the contemplated assignment.

3) Employee may account for regular work schedule through a combination of limited or alternative duty hours and sick leave or other paid leave sufficient to maintain eligibility for regular accrual of benefits.

D. Work Week

Under both limited or alternative duty assignments employees will be required to work their regularly scheduled number of hours (normally forty (40) hours) per week, unless such assignment is modified by mutual agreement between the City and the employee. It is recognized that performance of limited or alternative duty assignments will not be permitted to interfere with any medically related treatment designed to assist the employee to return to full, unrestricted duty in the earliest possible time frame.

E. Temporary Assignment

All such assignments, and their duration, are temporary assignments and are subject to periodic sixty (60) day review of the employee's continued need for limited or alternative duty, the employee's continued ability to perform the limited or alternative duty and the department's ability to continue the employee in the assignment. All temporary assignments shall be at the employee's regular rate of pay.

F. Law to Prevail

In the event the Americans With Disabilities Act requires modification of the provisions of this section, it is agreed that the law will prevail.

23. <u>REDUCED WORK WEEK VOLUNTARY TIME OFF (VTO) PROGRAM</u>

A. Employee Participation

Employee participation in this plan is with the City's understanding and agreement that employee participation is temporary and participation is not to be construed as a representation of employee commitment to a permanent program or an admission of any kind that the employee would not be harmed by such a plan becoming mandatory.

B. Reduced Work Week/Reduced Pay

Employees may request a reduced work week schedule (32 hours per week instead of 40 hours per week, for example) at the same hourly rate of pay, subject to the following conditions:

1) With the approval of the Department Head and the City Manager, a binding work schedule as requested by the employee will be developed that may be modified only with the approval of both the City and the employee.

2) More than a 20% reduction of the work week in a pay period will result in proportionate reduction of accrual of sick leave and vacation.

24. INDUSTRIAL INJURY/CONTINUATION OF INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION

Workers authorized by the City's Workers' Compensation Administrator to undergo therapy or treatment due to an industrial injury, who are required to leave work, shall receive leave with pay, including reasonable travel time, providing the treatment falls within the normal working hours, is pre-scheduled and cannot be scheduled during non-work hours.

The City will continue payment toward health, dental and life insurance coverage for the employee and dependents up to the maximum amount allocated under total compensation for an employee who is disabled from work because of a work related injury if the employee is no longer in a paid status sufficient to continue the coverage afforded under the terms of the program, subject to the following conditions:

A. The employee may not increase the existing coverage after the date of injury except to add children born within nine months of the injury.

B. Continuation toward payment of employee and dependent health/dental/life insurance coverage up to the maximum allocated under Total Compensation is limited to one (1) year from the date of injury. Continuation toward payment of employee health/dental/life insurance coverage up to the maximum allocated under Total Compensation may be extended if the employee continues to be on temporary disability status for a Workers' Compensation injury.

C. The employee has supplemented his/her workers' compensation benefit with sick leave, vacation, management leave or other paid leave sufficient to qualify for payment of the health/dental/life insurance premium and is no longer entitled to any salary from the City.

25. MANAGEMENT LEAVE PROGRAM

The Management Leave Program is as follows:

A. Effective January 1 of each year, represented employees will be credited with 120 hours of Management Leave per calendar year.

B. New hires or employees promoted into Unit 9 between January 1 and June 30 will be credited with 120 hours of Management Leave. New hires or

employees promoted into Unit 9 between July 1 and December 31 will be credited with 60 hours of Management Leave.

C. Use of Management Leave is subject to approval by the applicable Department Head, or the City Manager or his/her designee in the case of a Department Head request, taking into account the relevant circumstances including work/Department needs, staffing limitations, conflicts, timing of request, etc.

D. Management Leave may not be converted to cash or other paid time off.

E. Unused Management Leave may be carried over from one calendar year to the next; however, an employee may never have more than a balance of 180 hours of management leave, subject to Section 25.E.1-4 below. (Thus, and for example, an employee that already has 180 hours of management leave on January 1 would not receive any further management leave. An employee that already has 100 hours of management leave on January 1 would "only" receive an additional 80 hours. An employee with 60 or fewer hours of banked management leave on January 1 would receive 120 hours.)

1) For calendar year 2021, an employee may have up to a balance of 240 hours of management leave.

2) For calendar year 2022, an employee may have up to a balance of 240 hours of management leave.

3) For calendar year 2023, an employee may have up to a balance of 240 hours of management leave.

4) For calendar year 2024, an employee may have up to a balance of 240 hours of management leave.

5) Effective the first pay period of calendar year 2025, the terms of Section 25.E above shall apply, and an employee may have no more than a balance of 180 hours of management leave.

26. FLEXIBLE SPENDING PLAN (INTERNAL REVENUE CODE SECTION 125)

The City will make available a Flexible Spending Plan under the Internal Revenue Code Section 125 for employees. Employees may contribute pretax (federal, state, FICA, Medicare) dollars for dependent care and qualified unreimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Code. Detailed information will be available in the Summary Plan Document.

The City will pay the administrative expenses for the plan. This Plan is voluntary and participating employees will pay the monthly participation cost. The monthly participation cost will be considered pre-tax, as defined above, under Internal Revenue Code Section 106„ Participating employees will be provided with an Employee Plan Summary and regular statements regarding the status of their flexible spending accounts.

27. DOMESTIC PARTNERS

The City shall make all benefit programs available to employees, dependents

and domestic partners, subject to the requirements of each benefit provider.

28. PAY PERIODS

Allowances/payments or accrual rates that are an agreed upon amount per month or year but are paid for administrative purposes in incremental amounts each pay period, shall be the same total amount per year in years in which there are 27 pay periods instead of 26 pay periods. This clarification is not intended to and would not modify anyone's salary/rate of pay.

29. DECLARATION

The parties hereto have reached an understanding concerning the proposed salaries and fringe benefits described in the above paragraphs. All other matters dealing with wages, hours, fringe benefits including health and dental insurance contributions, and working conditions included in ordinances, resolutions, rules or regulations, or previous memorandums of understanding, shall remain unchanged for the term of this memorandum in the absence of agreement to the contrary.

30. NEXT MEMORANDUM OF UNDERSTANDING

Unit 9 will submit its proposals for a Memorandum of Understanding for the term commencing at the expiration of this Memorandum of Understanding no later than January 31, 2024.

FOR THE CITY OF SANTA CLARA

Aracely Azevedo Digitally signed by Aracely Azevedo Date: 2021.01.06 10:07:14 -08'00'

Aracely Azevedo
Director of Human Resources
Date: _____

Marco Mercado Digitally signed by Marco Mercado Date: 2021.01.08 09:12:31 -08'00'

Marco Mercado
Assistant Director of Human Resources
Date: _____

Ashley Lancaster Digitally signed by Ashley Lancaster Date: 2021.01.06 12:38:57 -08'00'

Ashley Lancaster
Human Resources Division Manager
Date: _____

FOR THE CITY OF SANTA CLARA MISCELLANEOUS UNCLASSIFIED EMPLOYEES

Chris Jackson Digitally signed by Chris Jackson Date: 2020.12.16 12:55:47 -08'00'

Chris Jackson
President
Date: _____

craig johnson Digitally signed by craig johnson DN: C=US, E=cjohnson@santaclaraca.gov, O=city of santa clara, OU=building division, CN=craig johnson Date: 2020.12.16 13:07:37-08'00'

Craig Johnson
Vice President
Date: _____

Carolyn McDowell Digitally signed by Carolyn McDowell Date: 2020.12.16 13:31:18 -08'00'

Carolyn McDowell
Treasurer
Date: _____

Lee Hagan Digitally signed by Lee Hagan Date: 2020.12.17 12:57:37 -08'00'

Lee Hagan
Secretary
Date: _____

APPROVED: Deanna J. Santana Digitally signed by Deanna J. Santana Date: 2021.01.15 11:08:29 -08'00'

Deanna J. Santana
City Manager

_____
Date

APPROVED BY THE CITY COUNCIL ON: November 17, 2020

ATTEST: Nora Pimentel Digitally signed by Nora Pimentel Date: 2021.01.29 17:10:15 -08'00'

City Clerk

_____
Date

APPENDIX A: PDA/SMART PHONE STIPEND INFORMATION

City Manager's Office

Interoffice Memorandum

Date: April 15, 2014

To: Unit 9 – Unclassified Miscellaneous Management Employees

From: Julio Fuentes, City Manager

Subject: **Cell Phone/Smartphone Stipend Program for Unit 9 – Unclassified Miscellaneous Management Employees**

Scope: This cell phone/smartphone stipend program applies to members of Unit 9– Unclassified Miscellaneous Management Employees. The stipend program is $80 per month and was effective April 1, 2009.

Purpose: To establish policies regarding the provision and usage of City-owned cellular telephones or smartphones (devices that have voice, data and internet/web access capabilities). The City has determined that it is beneficial to have Unit 9 members accessible by phone/data communications at all times. A Unit 9 employee can choose to have a City-issued cell phone, where the City pays for the Unit 9 employee's cell phone device and service plan through City-managed contracts with cell providers, or they can choose to receive a stipend in the amount of $80 per month, whereby the Unit 9 employee will purchase and own their own cell phone/smartphone device and pay all service provider charges, or the Unit 9 employee can choose not to participate in either of the above programs.

Summary: This policy outlines and establishes eligibility criteria for Unit 9 employees wishing to receive a monthly cell phone stipend and should be read and understood in conjunction with CMD 116-Use of City Resources and Confidential Nature of Information on City Equipment.

Cellular Telephone/Smartphone Stipend Program: Unit 9 employees may choose to receive an $80 a month stipend to purchase, maintain, replace or repair their personal cell phone, and pay for any level of cell phone service plan from any provider the employee may select. The $80 per month allowance is not intended to cover the full cost of any particular cell phone device and/or cell phone service plan. If a Unit 9 employee wishes to purchase a cell phone/smartphone and connect to the City's email system, they must confirm with the City's Information Technology Department that the device they wish to purchase can be connected to the City's Outlook email system. Not all cell phone devices or service programs may be compatible with the City's information technology systems. If you do not desire to connect to the City's email system, then any cell phone or service provider could be selected.

To be eligible for the monthly stipend, the Unit 9 employee must provide the Human Resources Department with an active cell phone number. It is expected that the employee will respond to work-related calls and most critical, actively monitor their phone during City emergency

situations. If a Unit 9 employee participating in the stipend program experiences a lost, stolen or damaged cell phone, it is expected that the employee will actively seek to have the device replaced or repaired in a reasonable period of time in order to remain eligible for the monthly stipend (refer to CMD 116 for additional requirements if a phone is lost or stolen). The stipend program is focused only to the Unit 9 employee's personal cell phone or smartphone, and not to other cell phones that might be included under a shared or family plan that the employee may have with a service provider.

If the Unit 9 employee changes their cell phone number for any reason, the Human Resources Department must be notified in the next work week of the new cell phone number. If an employee receiving a cell phone stipend chooses to no longer use a personal cell phone for any reason, the Human Resources Department should be notified immediately, and the stipend will be discontinued in the next applicable pay period.

The stipend is paid at a rate of $40 per pay period (with no payment on two of twenty-six pay periods annually). A Unit 9 employee starting employment or terminating employment in the middle of any month will receive one-half of the monthly stipend ($40). The stipend will commence in the first applicable pay period after the Unit 9 employee's request has been received, reviewed and approved by the Human Resources Department. The essential review criteria are that the employee is a member of Unit 9 Miscellaneous Management Employees' Association, and that the employee has submitted a valid cell phone number as requested. The stipend is considered income to the employee, and is subject to payroll withholding.

CMD 116: Use of City Resources/Non-Confidential Nature of Information on City Equipment:

This CMD addresses key issues related to the ownership and usage of cell phone devices, and should always be read and understood in conjunction with this stipend policy. While it is generally the case that call records for a personally owned phone are not subject to public records requests, the law in this area can and does change. CMD 116 advises that employees adhere to City policies related to public records and email retention. The City Attorney's Office should be consulted for advice and/or resolution of public records concerns.

City-Issued Cell Phone Program: A Unit 9 employee can choose to have a City-owned cell phone issued to them in lieu of a monthly stipend. Under this program, the Information Technology Department has responsibility for the selection of cell phone devices and cell phone service providers. The City then maintains a record of an employee's cell phone number and usage information. Activity on City-owned cell phones is accessible as a public record. A Unit 9 employee cannot have a City-issued phone and a stipend. One or the other must be selected. If you currently have a City-issued cell phone and wish to participate in the stipend program, you will need to acquire a personal cell phone and service plan and then turn in your City-issued cell phone. Part of the rationale for this program is to decrease the number of City supplied/City supported cell phones through the use of a stipend program.

Opt Out: A Unit 9 Miscellaneous Management employee can choose not to participate in either the cell phone stipend program or the City-issued cell phone program. If certain work assignments require the use of a cell phone that can be accomplished through the temporary provision of a City-issued cell phone through the duration of the assignment.

Cell Phone/Smartphone Stipend Program Enrollment: A current Unit 9 employee can initially enroll in this stipend program by emailing the Human Resources Department and requesting participation in the stipend program. You must include your 10-digit cell phone number in the email; therefore you must have a personal cell phone device and a service plan activated prior to receiving a stipend. At that time the Human Resources Department will send you a Cell Phone Stipend packet and form, which you will need to fill out and return to them. Thereafter, the Human Resources Department will present the cell phone stipend enrollment opportunity to new Unit 9 employees through employee orientation.

Julio Fuentes
City Manager

SmartPhone
Android Phone Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your Android phone to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. If you have contact or calendar items on your Android phone, **you may lose them if you choose to sync with Outlook's** contacts and/or Calendar. Back up your Android phone so you can restore them if necessary.
3. Add your City email account to your Androld phone.

Add Email Account

1. Go to **Settings**, and choose **Accounts**.
2. Choose **Add Account,** then **Corporate Sync.**
3. Complete the fields as follows (They may not appear in this exact order.)

   Domain\Username: *City* or *Electric* for SVP Employees\username.

   Password: Your current network password

   Check **Use secure connection** box.

   Email Address:
   Your city email address.

   Server: imail.santaclaraca.gov.

Change Passcode Options

Once you set up your City email account, you will be required to enter a 4 digit passcode. You will be required to enter this passcode to unlock your screen if your phone is unused for 5 minutes. This time can be increased up to 15 minutes.

To change the passcode,

1. Go to **Settings** then choose **Location & Security.**
3. Choose **Change screen lock**, then **PIN.**
4. Enter a new PIN.

Warning: You cannot turn off the Erase Data feature. If you have 8 failed passcode attempts, the data will be erased from your phone.

Increase Screen Lock Timeout

To increase the screen lock timeout,

1. Go to **Settings** then choose **Location & Security.**
2. Choose **Security Lock Timer.**
3. Increase the time.

SmartPhone
iPhone Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your iPhone to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. If you have contact or calendar items on your iPhone, **you may lose them if you choose to sync with Outlook's** contacts and/or Calendar. Back up your iPhone using iTunes so you can restore them if necessary.
3. Add your City email account to your iPhone.

Add Email Account

1. Choose **Settings** from the iPhone menu.

2. Choose **Mail, Contacts, Calendar.**
3. Choose **Add Account**, then Microsoft **Exchange.**

4. **Complete the fields as follows:**

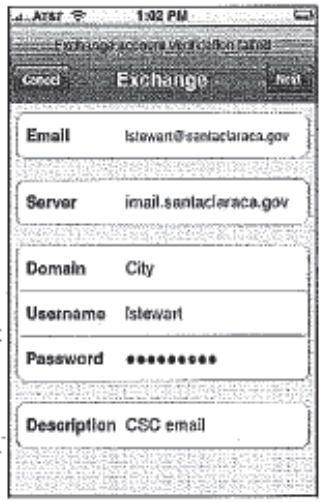
Email: your email address.

Domain: *City* or *Electric* for SVP Employees

Username: Your network login id.

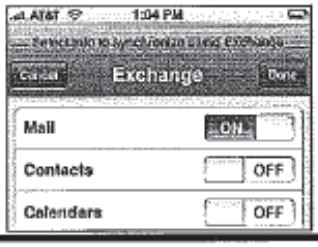
Password: Your current network password

Description: a name that identifies this mail account. You can also set up a personal mail account such as gmail.



5. Click **Next.**

The screen to the right appears with ***Server*** *field added. It should be: imail.santaclaraca.gov.*



6. Choose to turn on **Mail, Contacts,** and/ or **Calendars.**

Change Passcode Options

1. Choose **Settings** from the iPhone menu.

2. Choose **General**, then **Passcode Lock.**
3. From here you can change your passcode, change how quickly the passcode is required, and whether or not you want SMS Preview (text messaging preview) to be on.

Warning: You cannot turn off the Erase Data feature. If you have 8 failed passcode attempts, the data will be erased from your phone.

Add Email Account (continued)

7. Choose **Done.**
8. After you choose **ON** for Contacts or Calendars, you will be prompted to delete or add your local (iPhone) contacts to Outlook.
9. You will be required to enter a 4 digit Passcode. You will be prompted to enter your passcode if you leave your iPhone idle for 5 minutes.

SmartPhone
Windows Mobile Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your Windows Mobile device to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. Set up your phone to sync with the City's Exchange Server using ActiveSync.

Setup Exchange Server

1. From the **Programs** menu, choose **ActiveSync.**
2. If it is the first time you have used your Windows Mobile phone, you will be shown the following prompt:

   To sync with a desktop computer, install ActiveSync on your computer and then connect this device.

   If your company supports syncing directly with its Exchange Server you can ***set up your device to sync with it.***

   Click the ***set up your device to sync with it*** link.

   This will start the process for connecting your device to the City's exchange server.

   Note: The City supports syncing directly with its Exchange Server. The City does NOT support syncing with a desktop computer.

   If you have already synced your device to another source, choose **Menu, Add Server Source.**
3. In the Server address field, type **imail.santaclaraca.gov.**
4. Check the box for **This server requires an encrypted (SSL) connection.**
5. Click **Next.**

Setup Exchange Server (continued)

6. Complete the fields as follows:

   Username: *Your network login id.*

   Password: *Your network password.*

   Domain: *City* or *Electric* for SVP employees.
7. Click the **Save password** check box.

8. Choose **Next.**
9. Check the boxes next to the data you would like to synchronize with your City's Outlook account.
10. Click **Finish.**

ADMINISTRATIVE CODE

CITY MANAGER'S DIRECTIVE-PROCEDURE

CMD NUMBER 116

DATE: March 9, 2009

CANCELS: November 22, 2008

SUBJECT : USE OF CITY RESOURCES, AND NON-CONFIDENTIAL NATURE OF INFORMATION ON CITY EQUIPMENT

PURPOSE:

1. The primary purpose of this CMD is to inform all employees that City equipment and systems, and City work locations, as defined herein, are the sole property of the City, and with a few minor noted exceptions, are to be used for City business only. This policy applies to City-owned and issued devices and the use of City network or systems using City –owned and private devices, including but not limited to Smartphones.

2. Another purpose of this CMD is to inform all City employees that private or personal documents, written messages, electronic messages (including text messages, emails, etc.), materials, information, or files placed in or on City equipment are not private or confidential and may be reviewed to ascertain whether such communications constitute City business. As such, employees should not have any expectation of privacy or confidentiality in any of these circumstances. This CMD does not apply to the confidentiality of personnel records maintained by the Human Resources Department or the Finance Department, or the confidentiality of business and related items within the department where the employee works.

POLICY AS TO CITY-OWNED OR ISSUED DEVICES:

City equipment and systems, and City work locations, are the sole property of the City and, with minor exceptions (as noted below in Item No. 4 under Supervisor and Department Head Responsibility and Action), are to be used for City business only.

City employees are hereby informed that private or personal documents, written messages, electronic messages (including text messages, emails, etc.), materials, information or files, placed in or on City equipment are not private or confidential. Employees should not have any expectation of privacy or confidentiality in any of these circumstances.

In order to conduct City business, including responding to the needs of citizens and staff, City management and City employees, when directed, may need to access City work locations and equipment of any employee who is absent or unavailable. Access to the work locations and equipment may also be necessary

for purposes of monitoring employee work performance and conduct. Under existing provisions of the law, the City reserves the right to monitor the use of City equipment for any reason, including the right to review, audit and disclose all matters sent over or stored in City locations or equipment systems to ensure that uses are in compliance with all laws including copyright laws and City policies, including the City Code of Ethics & Values.

POLICY AS TO PRIVATE DEVICES:

Only City approved and authorized Smartphone devices are permitted to access any City network or systems. The approved list of devices is maintained by Information Technology (IT) and listed on the Smartphone Access Authorization Form (form available from IT HelpDesk).

A user who connects to City networks via an authorized Smartphone device or service must ensure that all components of his/her wireless connection remain as secure as his/her network access. All Smartphones and connections to any City network or systems shall be used to conduct City business and utilized appropriately, responsibly and ethically. All authorized Smartphone device and service users shall, without exception, use secure remote access procedures. Enforcement of this provision will be by device passwords in accordance with the City's password policy.

Prior to initial use or connection to City networks or systems, authorized Smartphone devices, software and related services must be registered with IT. City employees, contractors, or "as needed" staff in possession of an authorized Smartphone device shall not make modifications of any kind to the device, its software, and/or service that may potentially compromise the integrity of City networks or systems, without the express written approval of IT. This includes, but is not limited to, split tunneling, dual homing, non-standard hardware or security configurations, etc.

Users are advised that applicable law related to public records may require the production of certain records on private devices. Users are advised to adhere to City CMD's related to public records and email retention to avoid the potential disclosure of information from their private devices, particularly those users that receive a stipend for private devices.

With respect to Public Safety Officers, it is intended that this CMD be read together with the Public Safety Officers Procedural Bill of Rights.

DEFINITIONS:

"City equipment and systems, and City work locations" is defined herein to include, but not be limited to, the following items whether they be owned, bought, used, paid for, leased, borrowed, or given to areas and the City: Work spaces, desks, lockers, City vehicles and equipment, computer and video equipment, printers, copiers, supplies, telephones, mobile data terminals, fax machines, radios, email, text messages, other mail and electronic messaging services, voice mail, and Internet services (as assigned, including chats, newsgroups, and Internet email), or any files

"City business" includes, but is not limited to, conducting the business of the City of Santa Clara and monitoring employee work performance and conduct.

"Off-Duty time" includes employee time before and after work shift, lunch (or meal period breaks), and approved vacation/other leave time.

"Smartphone" means a mobile handheld device with advanced features like e-mail and Internet capabilities.

RESPONSIBILITY : **ACTION**

Department Heads & Supervisors

1. Authorize issuance and discourage misuse of City equipment, work locations, and Smartphone devices. Approve replacement of lost, stolen or damaged City-owned devices. Replacement costs will be charged to the user's department, which is then responsible for handling reimbursement of City funds with said user. Replacement and Maintenance costs for any personal-owned devices are the sole responsibility of the employee.

2. Understand that the City's security software for the Internet may record for management use the Internet address or site visited by the employee and keep record of any network activity in which the employee transmits or receives any kind of file; the deletion of a message or file from some electronic systems may not fully eliminate the message from the system.

3. Understand that "any writing containing information related to the conduct of the public's business, prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics" (Government Code Section 6252) and under some circumstances, communications sent by email, may be subject to disclosure under the Public Records Act or litigation

4. Notwithstanding statements in the CMD to the contrary, occasional use of City equipment by an employee during off-duty time, i.e., typing of a personal letter during the lunch period, or use of a telephone for urgent reasons (see CMD 78), may be granted from time to time at the discretion of and upon the

approval of the Department Head.

5. In addition, uses by City employees, during off-duty time, of specific City equipment may also be allowed where certain fees for use of this equipment have been established (i.e., minimal copying, or use of a fax machine, etc.).

6. Managers and supervisors who are authorized to serve as officers of a professional society and/or association in accordance with CMD 49, and who have authorized use of City resources in accordance with the provisions of that CMD, should not have expectations of privacy or confidentiality of information or files placed on City equipment.

All Employees/Users

7. Become informed and comply with the policies of this CMD.

8. Do not use City equipment, work locations, or authorized access to City networks or systems improperly. Improper use includes any personal use for convenience or profit, playing of games, or use to convey derogatory, defamatory, obscene, or otherwise inappropriate actions or messages or any information unrelated to City business. Personal mail, packages, or catalogs should not be received or sent using a municipal address.

9. Employees shall take reasonable measures to safeguard City property and systems to prevent loss or damage. In the event any City-owned or issued device or privately-owned Smartphone is lost or stolen, or the occurrence of any incident or suspected incident of unauthorized access and/or disclosure of City resources, the user shall *immediately* report such to his/her supervisor and the IT Help Desk. Service will be immediately terminated. Users should immediately report to his/her supervisor and the IT Help Desk if the device is recovered. IT will work with the user to restore service as quickly as possible.

10. The provisions of this CMD also apply to employee use of non-City issued equipment and systems brought into work locations and used for City business. Employees utilizing non City-issued equipment assume responsibility for the repair or replacement of such equipment, including Smartphones.

11. Nothing in this CMD is intended to or shall be construed as affecting the duty and obligation of City employees to maintain the confidentiality of City documents and information which the employee has access to through his or her employment with the City. It is also not intended to nor shall it be construed as granting access to non-City employees to otherwise confidential City documents and information.

12. Employees should understand that the City's security software for the Internet may record for management use the Internet address or site visited by the employee and keep a record of any network activity in which the employee transmits or receives any kind of files. Any records transmitted or received are recorded and stored in an archive file; deletion of a message or file from some electronic systems may not fully eliminate the message from the system.

13. Understand that "any writing containing information related to the conduct of the public's business, prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics" (Government Code Section 6252) and under some circumstances, communications sent by email, may be subject to disclosure under the Public Records Act or litigation.

14. Employees should understand that the City's network allows Management to access employee passwords. Upon request, employees shall provide their systems passwords to their Department Head to allow access to all files and systems in the employee's absence or as required. Lockers, desks, files or other secured City equipment, systems, or work locations, may also be accessed by the City.

15. Employees shall not knowingly use City equipment or systems, or City work locations, to download or distribute pirated software or data, or to violate Penal Code Section 502, applicable Federal laws, City policies, rules and regulations, including the City's Code of Ethics & Values. Employees shall not use the City's equipment, systems or work locations to disrupt or destroy the City's program systems, nor shall they attempt to disable any security system.

16. Violation of this policy, through direct action on the part of the employee, or through carelessness or negligence, may result in formal disciplinary action, up to and including termination.

17. Unit 9 employees should understand that Smartphone devices they obtain through the assistance of an allowance program are considered personal devices and are under the ownership of the employee. All service, maintenance, and replacement costs are the responsibility of the employee.

<u>IT Department:</u>

18. IT reserves the right to terminate without notice any authorized Smartphone device, service and access to City network or system that may result in a potential security risk to City network systems, data, users, residents and/or other City assets and resources.

19. IT reserves the right to perform a remote wipe of a user's Smartphone,

erasing all data and contents, if there is a reasonable belief that the device has been compromised and/or poses a potential security risk to City network systems, data, users, residents and/or other City assets and resources.

20. IT will provide minimal support for privately-owned approved and authorized Smartphone devices. This support is limited to basic documentation to enable the user to connect the device to City networks and systems, and basic troubleshooting to determine if any connection problems are on the City side or outside of the City's control. All additional technical and function questions/issues shall be the responsibility of the user.

Questions regarding this CMD may be addressed to the City's Director of Human Resources.

Cross Reference:

CMD 3 - Overnight Use of City Vehicles
CMD 31 - Transaction of Personal Business During Working Hours
CMD 49 - Membership in Professional Societies and Associations
CMD 78 - Personal Use of City Telephones
City Code of Ethics & Values (Attachment to CMD 67, Gifts & Favors to Individuals)

EXHIBIT C

Severance and Release Agreement

SEVERANCE AND RELEASE AGREEMENT

This severance agreement is made and entered into on _____, by the City of Santa Clara ("City") and Jovan D. Grogan ("Mr. Grogan"). The City and Mr. Grogan may be referred to collectively throughout this agreement as "the Parties." The effective date of this Agreement shall be the date of the signature of the last of the Parties to sign this Agreement.

RECITALS

WHEREAS on or around MONTH__, 2023, Mr. Grogan began their employment with the City as the City Manager;

WHEREAS on or around MONTH__, 2023, the City Council approved an employment agreement ("Employment Agreement") with Mr. Grogan;

WHEREAS Mr. Grogan holds an at-will position under the City Charter, and serves at the pleasure of the City Council;

WHEREAS Sections 1 and 6 of the Employment Agreement permits the City Council to terminate Mr. Grogan's employment at any time subject to certain conditions;

WHEREAS the City Council has determined it appropriate to exercise the right under Section 6 of the Employment Agreement to terminate Mr. Grogan's employment;

WHEREAS it is the intention of the parties in entering into this Agreement to amicably conclude the Employee's employment relationship with the City effective_____ (insert date) ("Separation Date") and consistent with the terms of the Employment Agreement; and,

WHEREAS the Parties enter into this Agreement in order to implement Subsection 6.1 of the Employment Agreement and ensure a smooth transition of City leadership.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the Parties, the sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree with each other as follows:

TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The Recitals are incorporated herein by reference as though fully set forth herein.

2. **Return of Documents.** Mr. Grogan agrees and represents that no later than _____ (insert date), they will return to the City all City property of which they have possession, custody or control, including, but not limited to, computer, electronic and telephonic equipment, as well as all City data and documents whether in hard copy or maintained on any electronic media.

3. **Non-Disclosure of Confidential Information.** The Parties acknowledge that as City Manager Mr. Grogan is a high-ranking official and an officer of the City; in that capacity they were and are responsible for, among other things, executing and enforcing all laws, and policies of the City and administering the City's affairs, controlling and administering the City's financial affairs and supervising purchasing, contracting, and confidential information. Consistent with their Employment Agreement and the City Charter, Mr. Grogan represents and agrees that they have not and shall not at any time or in any manner, either directly or indirectly, whether or not for compensation use, divulge, disclose or communicate to any person, firm, corporation or any other entity in any manner whatsoever any confidential information concerning any matters affecting or relating to the business of the City except with the express written permission of the City or as required by court order or properly-issued subpoena. Such information includes but is not limited to, any attorney-client communications and attorney work product, or any of the information concerning the business of the City, its manner of operation, its plans, or other proprietary data where such information is not publicly known and is not otherwise subject to public inspection or disclosure.

4. **Defense and Indemnity.** Consistent with their Employment Agreement and the City Charter, in accordance with the obligations imposed under Government Code sections 800 and 910, the City shall defend and indemnify Mr. Grogan for any actions that result from work performed in the course and scope of their duties as the City Manager for the City of Santa Clara.

5. **Information Regarding Employment**. Subject to any applicable law, the City agrees that all inquiries with respect to Mr. Grogan's separation will be referred to the Mayor who will provide only the following information: (a) the date of hire and date of separation; (b) that this is a mutual and amicable separation based on a mutual desire to separate Mr. Grogan from his employment and provide a smooth leadership transition.

6. **Personnel File Documents.** No documents shall be entered into Mr. Grogan's personnel file after the effective date of this agreement without both parties approving the entry of the document.

7. **Release of Claims.** Except for the rights and obligations created by this Agreement, Mr. Grogan, on behalf of themself, their agents, representatives, attorneys, assignees, heirs, executors, administrators and successors in interest, hereby releases and forever discharges the City and all of its past, present and future Councils, agencies, divisions, and departments, as well as each of their respective former, current and future directors, department heads, supervisors, Managers, employees, attorneys, elected and appointed officials, Councilmembers, City Managers, and any and all of them (all of the above collectively, the "City Released Parties"), to the extent permitted by law, from any and all liability, actions, causes of action, claims, charges, complaints, demands, grievances, obligations, losses, damages, injuries and legal responsibilities, of any type whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which Mr. Grogan ever had or held, now has or holds or hereafter can, shall or may have or hold against the City Released Parties, based on any claims or occurrences arising prior to the Effective Date of this Agreement (collectively, "Released Claims"). The Released Claims defined in the immediately preceding sentence and released herein by Mr.

Grogan as to the City Released Parties include, without limitation, all claims based upon, relating to or arising out of Mr. Grogan's employment with the City, and/or the discontinuation of said employment, all claims in law, equity, contract and tort, and all claims under the California Constitution, California Civil Code, California Labor Code, California Code of Regulations, California Government Code, California Business & Professions Code, California Fair Employment and Housing Act, California Family Rights Act, the California Workers' Compensation Act, the Fair Labor Standards Act, the Equal Pay Act, National Labor Relations Act, Labor Management Relations Act, Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1·964, as amended, Civil Rights Act of 1991, Americans with Disabilities Act, as amended, the Rehabilitation Act, Executive Order 11246, Family and Medical Leave Act, Sarbanes-Oxley Act of 2002, Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, Age Discrimination in Employment Act (ADEA), the Code of Federal Regulations, and all claims under any other federal, state, municipal or other governmental statute, regulation, ordinance or order.

8. Mr. Grogan specifically and expressly waives all rights under the provisions of Section 1542 of the Civil Code of California ("Section 1542 Waiver") with respect to the Released Claims. Section 1542 Waiver provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Thus, for the purposes of making a complete settlement of the Released Claims which Mr. Grogan may have or claims to have against the City Released Parties, Mr. Grogan waives and releases any and all Released Claims against the City Released Parties, including Released Claims which are unknown and unsuspected as of the Effective Date of this Agreement. Mr. Grogan warrants that they have read this Agreement, including the Section 1542 Waiver, and have had an opportunity to consult with counsel of their own choosing about this Agreement and specifically about the Section 1542 Waiver, and that they understand this Agreement and the Section 1542 Waiver. Mr. Grogan acknowledges that they may later discover facts different from or in addition to those now known or believed to be true regarding the matters released or described in this Agreement, and even so they agree that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Mr. Grogan assumes any and all risk of any mistake in connection with the facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now known to them relating thereto. Mr. Grogan agrees, to the fullest extent permitted by law, that they will not initiate or file a lawsuit or internal City proceeding to assert any Released Claims. If any such action is brought, this Agreement will constitute an Affirmative Defense thereto, and the City shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any Released Claim.

9. Mr. Grogan acknowledges that they have not heretofore assigned or transferred to or purported to assign or transfer to any person or entity the Released claims or any part or portion thereof, and agrees to indemnify and hold harmless the City Released Parties from and against any claim, demand, controversy, damage, debt, liability, account, reckoning, obligation, cost, expense, lien, action or cause of action (including the payment of attorneys' fees and costs actually incurred whether or not litigation commenced) based on, in connection with, or arising out of any assignment or transfer or claimed assignment or transfer thereof.

10. **Entire Agreement.** This Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the separation of Mr. Grogan's employment relationship with the City. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not contained in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

11. **Applicable Law and Venue.** This Agreement shall be interpreted according to the laws of the State of California. Venue of any action regarding this Agreement shall be in the Santa Clara County Superior Court.

12. **Modification.** Any modification of this Agreement shall be effective only if it is in writing and signing by all parties to this Agreement.

13. **Severability.** If any part of this Agreement is determined to be invalid, unlawful, or unenforceable, that part shall not be deemed to be part of this Agreement.

14. **Legal Advice and Voluntary Execution.** Each Party represents and warrants that it: (a) had the opportunity to obtain legal advice from legal counsel of its choice before entering into this Agreement, (b) has read the contents of this Agreement; (c) fully understands the terms and consequences of this Agreement; (d) enters this Agreement voluntarily; and (e) shall not deny the validity of this Agreement on the grounds that it did not have advice of counsel or did not voluntarily and knowingly enter into this Agreement and agree to each of its terms.

15. **Full Execution Authority.** Each Party executing this Agreement warrants and represents that it or they have full authority to bind the corresponding Party to this Agreement.

16. **No Admissions.** By entering into this Agreement, the City Released Parties do not admit that they have engaged in, or are now engaging in, any unlawful conduct or employment practice. It is understood and agreed that this Agreement is not an admission of liability, and that the City specifically denies liability related in any manner to Mr. Grogan's employment. The Parties agree that it is their mutual intention that neither this Agreement nor any terms hereof shall be admissible in any other or future proceedings against the City, except a proceeding to enforce this Agreement.

17. **Acknowledgment of Payment of Compensation/Benefits.** Mr. Grogan acknowledges and affirms that they have been paid any and all compensation to which they are entitled pursuant to the terms of the Employment Agreement.

18. **Tax Consequences.** The City has made no representation about and takes no position on the tax consequences of this Agreement. A dispute regarding the tax status of this Agreement shall not affect the validity of this Agreement. Mr. Grogan has had an opportunity to discuss the potential tax consequences of this Agreement with their own counsel and agrees to indemnify and hold harmless the City from any and all costs and assessments including, but not limited to delinquent taxes, penalties and/or assessments levied against the City in connection with this Agreement.

19. **Older Workers' Benefits Protection Act.** It is the intention of the Parties that the releases contained in this Agreement apply to all claims of any kind against the City. In order to comply with the Older Workers' Benefits Protection Act (29 U.S.C. § 626(f)) and effectuate the release by Mr. Grogan of any potential claims under the federal Age Discrimination in Employment Act, Mr. Grogan agrees as follows: (i) they have carefully reviewed the foregoing Agreement, and understands the terms and conditions it contains; (ii) by entering into this Agreement they are giving up potentially valuable legal rights, and they intend to be bound by all the terms and conditions set forth herein; (iii) they are entering into this Agreement freely, knowingly, and voluntarily; (iv) they have been advised of their right to at least twenty-one (21) days to consider whether to agree to the terms and conditions set forth herein; and (v) for a seven (7) day period following their execution of this Agreement they may revoke this Agreement by delivering a written revocation to City, and this Agreement shall not become effective nor enforceable until the revocation period has expired.

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO THE PROVISIONS CONTAINED HEREIN, AND HEREBY EXECUTE IT, KNOWINGLY AND VOLUNTARILY AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

_____	_____
Name:	Jovan D. Grogan
Title:	
City of Santa Clara	
Date: _____	Date: _____

Approved as to Form and Legality:

_____	_____
Name:	Name:
City Attorney	Attorney for Jovan D. Grogan
Date: _____	Date: _____

EXHIBIT D

City Manager's Directive 028 Travel Policy

City Manager's Directive 028
Travel Policy

City of Santa Clara
The Center of What's Possible

POLICY

The City of Santa Clara (the "City") expects to pay all reasonable costs incurred by City employees traveling on approved City business; and City employees are expected to use sound fiscal stewardship when expending public funds, and to travel in the most logical and least expensive manner possible.

PURPOSE

The purpose of this Travel Policy (the "Policy") is to define the City's expectations of its employees who travel in connection with their work responsibilities and to clarify which expenses the City will fund and which expenses are considered the personal responsibility of the traveler. This policy is not intended to cover short trips during work hours made by employees in the course of their regularly assigned work duties.

Local Travel

Local travel is travel necessary to conduct official City business and is performed by the most direct route within and adjacent to an employee's official worksite. Local travel is defined as less than 50 miles from the employee's home or place of business, whichever is the shortest distance. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance. The City will not pay for lodging or per diem meal expenses related to local travel as defined above. The City will pay for transportation and parking costs related to the local travel.

Employees can settle their allowable local travel expenses through the petty cash reimbursement process if the request is less than the petty cash limit at the time of reimbursement. Requests larger than the petty cash limit require an accounts payable request for payment.

Conference and Meeting Attendance

City employees shall be authorized to join professional and public organizations and attend the meetings and conferences held by such organizations subject to adequate budget appropriations and adherence to this policy.

General Procedures and Guidelines

The Policy shall be reviewed annually by the City Auditor's Office to ensure its consistency with respect to the City's objectives and any modifications must be approved by the City Manager.

Travel Authorization

A. City Manager Pre-Travel Authorization Form Required.

City Manager (or designee) authorization is required in advance of travel or the commitment of City funds for the following:

- Travel by Department Directors
- Out-of-State travel by any staff
- Any exception to this policy

Authorization shall be sought via submittal of a Pre-Travel Authorization Form (Attachment A).

B. Department Director Pre-Travel Authorization Form Required.

In-state, overnight travel requires the approval of a Department Director via submittal of a Pre-Travel Authorization Form in advance of travel and the commitment of City funds.

C. Department Director or Designated Supervisor Authorization Required.

A pre-travel authorization form is not required for local travel as defined above, where meal reimbursement, overnight or out-of-state travel is not concerned. Employees are required to obtain approval from their supervisor prior to any business travel for which the City is expected to pay for mileage, bridge tolls and/or parking. This approval can be via email, with a copy of email approval submitted with travel costs. Itemized receipts are necessary to receive reimbursement for all expenses whether through petty cash or accounts payable request for payment. An employee may not approve their own travel documentation under any circumstances.

Travel Arrangements

Travel arrangements shall be made as far in advance as possible to obtain the best possible fares and rates. Registration for conferences and training shall be made far enough in advance to take advantage of early (discounted) fees, and to avoid late

registration fees. If travel arrangements must be cancelled for any reason, the person who made the arrangements shall cancel them in sufficient time to prevent the City from incurring unnecessary costs when possible.

At the Department Director's discretion, one or more persons may be designated as a Travel Coordinator and be assigned responsibility for making travel arrangements for all business travelers within a department. It is the City's preference that all travel be booked by designated Travel Coordinators using their City Procurement Cards to secure travel arrangements ahead of all travel. Individual travelers may make their own travel arrangements with their personal credit cards and be reimbursed if it is not feasible for a travel coordinator to do so.

Transportation

Travelers shall use whatever mode of transportation is the most reasonable and least expensive. When planning the transportation portion of a trip, the employee shall consider all aspects of cost to the City including daily expenses, overtime, lost work time as well as actual transportation costs.

Use of a mode of transportation other than the most reasonable and least expensive must be documented and have advance approval from the employee's Department Director. The City will pay only the cost of the most reasonable and least expensive mode. If the mode of transportation is determined to be a City vehicle, the traveler shall comply with the City Manager's Directive (CMD) 21 Use and Maintenance of City Vehicles Including General Government/Public Works Pool Vehicles. The difference between the selected mode and the least expensive mode shall be documented and considered the employee's personal expense at the time of travel authorization. This paragraph does not apply to special accommodations made to qualified employees under the Americans with Disabilities Act provided that the alternate mode of transportation is approved in advance.

A. Air Travel.

Employees shall not limit their air travel options by specifying an airline. The airline offering the lowest fare for a reasonable route shall be selected.

B. Use of Personal Vehicle.

With the exception of employees who have been assigned a City vehicle or who receive a car allowance, employees shall be compensated for the use of their private vehicles for business travel at the current IRS standard mileage rate, provided that it is the most reasonable and least expensive method of transportation. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance.

Employees that receive a car allowance and are required to travel greater than 50 miles from their work location or residence, whichever is the shortest distance, are eligible to be compensated for the use of their private vehicle for business travel at the current IRS standard mileage rate for miles traveled over 50 each way of the trip (e.g. if travel destination is 80 miles from the work location and 70 miles from the residence, then the employee will receive reimbursement for 20 miles (70-50=20)).

Employees who do not receive a car allowance may also be compensated at the current IRS standard mileage rate for the use of their private vehicles for routine travel on City business between City facilities or to other locations in Santa Clara or the adjoining communities. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance. Employees must keep a log of such routine travel using the Mileage Reimbursement Log (Attachment C). Expense reimbursements for this type of mileage must be submitted monthly.

The City will reimburse all expenses, such as bridge tolls and parking fees, incurred as the result of an employee's authorized use of a vehicle while traveling on City business. Employees requesting reimbursement for the payment of such expenses shall obtain itemized receipts and submit them as part of their travel expenses on the Travel Expense

Form. Also, whenever possible, employees attending the same event shall travel together to minimize expenses.

To drive a City or privately-owned vehicle on City business an employee must possess a valid California driver's license. An owner/driver of a privately-owned vehicle used for City business must carry adequate liability insurance coverage in accordance with applicable State law, and be responsible for any damage, service, or repair to the car occurring on the trip, as these costs are included in the City's per mile cost reimbursement.

In addition, the employee shall charge any additional personal time spent outside of the normal reasonable travel time during normal work hours to vacation or a similar leave.

C. Train and Other Mass Transit.

Employees shall be compensated for train or other mass transit fares and fees provided that it is the most logical and least expensive method of travel to the conference, conference related events, or meeting site. Any incremental cost beyond the basic cost required for the employee to attend a conference or meeting shall be paid for by the employee. In addition, the employee shall charge any additional personal time spent outside of the normal reasonable travel time during normal work hours to vacation or a similar leave.

D. Ground Transportation at Destination.

Supplementary transportation within the destination city shall be accomplished by hotel courtesy buses or local shuttle services, if available. Taxi or ride-share (Uber/Lyft) service shall be used only when no other convenient, less costly mode of transportation is available for the employee to travel to the conference, conference related events, or meeting site. Any incremental cost beyond the basic cost required for the employee to attend a conference or meeting shall be paid for by the employee.

E. Rental Vehicles.

Rental vehicles shall be used only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical and must be authorized in advance by the Department Director. If a rental vehicle is authorized, employees shall request the least expensive vehicle category that meets their needs. Employees are required to purchase and shall be reimbursed for optional insurance coverage for the rental vehicle. Optional insurance coverage shall include Damage Waiver (DW) (also referred to as Collision Damage Waiver (CDW)) and third-party liability coverage.

F. Travel Time.

Travel time is compensable under certain conditions identified in the Fair Labor Standards Act (FLSA). As a charter city, the City follows current FLSA regulations for determining the compensability for travel time. The FLSA regulations are available at: http://www.dol.gov/whd/regs/compliance/whdfs22.htm

Lodging

The City will pay lodging expenses for approved City travel, including the evening preceding or subsequent to a meeting or business event when the employee would otherwise have to travel from his/her residence before 6 a.m. or after 9 p.m. to reach or return from his or her destination. Local travel, as defined previously in this policy, does not qualify for City paid lodging expenses.

Employees are expected to use the most cost-effective lodging reasonably available. When a conference or training session is held at a specific hotel, the City shall pay for actual lodging expenses up to the standard lodging rate advertised by the conference or training sponsor unless approved by the Department Director as part of the travel authorization process.

When there is not a specific lodging site associated with official City business, the City shall pay for actual lodging expenses up to the

GSA maximum rate allowed by location (http://www.gsa.gov/perdiem). Note that the GSA maximum rate applies to the base room rate only and does not include taxes. Any exception to applying the GSA rate due to the current market rates in the area of travel must be documented in writing and approved, pre-travel, by the Department Director.

Every effort shall be made to obtain lodging at or near the facility where official City business is to take place to minimize travel time and transportation costs. The lodging should also be clean, safe and appropriate for business travel. Government rates are often available and should be sought. The City will pay for standard room accommodations at the most cost-effective lodging reasonably available. Any incremental cost beyond that of a standard room shall be paid for by the employee unless a written exception has been approved by the City Manager (or designee).

Room reservations may be made in advance using a City procurement card and the employee should request a copy of the hotel's credit card authorization receipt as applicable. This will be used to authorize the hotel to charge the total room cost, including all taxes, on the Travel Coordinator's purchasing card. Employees shall personally pay for any additional expenses incurred, such as movie rental, mini-bar bills, room service, etc.

Employees shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the employee's personal expense unless failure to cancel the reservation was due to circumstances reasonably beyond the employee's control.

Meals

A. Overnight Travel

The City will pay for an employee's meals during authorized travel, including tax and tips and incidentals, up to the per diem amount established by the GSA for the destination location (available at: http://www.gsa.gov/perdiem) for a full day of travel. Per GSA, rules, employees are only eligible for 75 percent of the total per diem amount on the first and last travel day. The Meals & Incidental Expenses (M&IE) column will be used to generate the per diem rate for meals. Use the guide on http://www.gsa.gov/mie to breakdown

the per diem amount for each meal. For any meal that is provided by the conference or hotel the appropriate meal amount listed on http://www.gsa.gov/mie must be deducted from the reimbursement request.

The City will not pay for the following:

- Meals that the employee elects to purchase from another source when the meals are included in the cost of a conference, training registration fee, or hotel stay. In the event an exception is granted due to dietary restrictions, the meal will be reimbursed on an actual expense basis, up to the applicable GSA rate.
- Alcoholic beverages.

B. Non-Overnight Travel

With regard to partial days of travel that is not overnight but exceeds the local travel guidelines detailed above, the City will pay for meals on a pro-rated basis using GSA meal amounts, as follows:

- If the partial day includes travel before 8 a.m., the City will pay for the employee's breakfast.
- If the partial day includes travel between 11 a.m. and 1 p.m., the City will pay for the employee's lunch.
- If the partial day includes travel after 5 p.m., the City will pay for the employee's dinner.

Miscellaneous Fees/Business Expenses

A. Gratuities/Tips.

The City will pay reasonable and customary gratuities and tips during City business travel, which are included in the standard per diem rate per GSA guidelines.

B. Business Expenses.

The City will pay for goods and/or services deemed necessary for the completion of official business, such as printer, copier, and computer usage, etc.; for internet usage at actual cost and for all business telephone calls. Cellular phones are often more cost-effective than using hotel phones

directly and should be considered as a primary option. Whenever possible, employees shall anticipate the need for supplies and shall take whatever they will need with them instead of buying supplies at their destination.

C. Baggage Fees.

If the airline charges for all checked baggage, the City will cover the cost for one checked bag only. Excess baggage charges are not reimbursable.

D. Personal Expenses.

Personal expenses will not be paid by the City. In addition to those items identified as personal expenses throughout this Policy, personal expenses include early bird flight check-in fee, change flight fee (except as otherwise set forth in this Policy), personal transportation costs outside of the conference or conference event site, personal telephone calls, in-room movies, spas and gyms, optional recreational events in connection with a conference, laundry or dry cleaning, miscellaneous sundries, or other items of a personal nature.

Personal travel shall not be mixed with business travel if it will result in (1) additional costs to the City, (2) employee engaging in personal travel while be compensated, or (3) harming the City's interest in any way. Any extension of a trip for personal travel must be accompanied by Director approval and supporting documentation of what the trip would have cost with the original business itinerary. The City will reimburse the lesser of the original business itinerary cost or the extended trip cost due to personal travel. Any additional cost from the original business itinerary must be covered by the employee. The City will not pay for any expenses of a spouse or other person who accompanies an employee on business travel.

Settlement of Trip Expenses

Payment of travel expenses incurred during the trip using City procurement cards is not permitted. Purchase cards may be used to pre-pay expenses such as flights, hotel, car rental, or conference registration (preferably by a Travel Coordinator) or may pay these expenses by invoice through accounts payable.

Allowable expenses per this policy during the trip are to be paid out of pocket by employees and reimbursed upon completion of travel. The City will not provide any advance payment of travel costs directly to employees.

Travel Reimbursement

All employee travel reimbursement requests require either direct supervisor or Department Head approval prior to submitting to the City Auditor. Direct supervisors can approve expense reimbursement requests if there is no greater than a 10% variance between the pre-approved travel estimate and the actual expense reimbursement requested. Any reimbursement request with a difference greater than 10% of the pre-approved estimate must be approved by the Department Director.

The City Auditor's Office is responsible for review and has final approval of travel expense reimbursement requests. Approval shall be based upon the employee's compliance or non-compliance with the requirements of this policy. Once approved by the City Auditor, the reimbursement request will be forwarded directly to accounts payable for processing and email notification will be provided to travel coordinators and/or the employee.

Within 30 days of an employee's return from a business trip, a final, department approved expense report associated with the trip shall be submitted to the City Auditor to be eligible for any reimbursement. The employee must complete a signed Travel Form and supporting documentation to substantiate all reported expenses with the exception of meals, as these are reimbursed based on GSA per diem rates. The documentation should be in its original form and include the following, if applicable:

- Pre-travel request authorization as defined by this policy
- Invoice and trip itinerary from vendor
- Event brochure or agenda for conference, training, or special event

- Any certificates of completion associated with event
- Airfare receipt showing the travel dates and time
- Parking receipts showing the travel date and amount paid
- Transportation receipts showing the travel date and full address to/from the event location
- Car rental receipt showing the dates and number of days
- Final itemized hotel bill or statement showing all charges
- Documentation showing miles between destination and the employee's work location or residence to substantiate the shortest distance driven for mileage
- A brief written explanation if a reporting item doesn't have supporting documentation.

It is the employee's responsibility to submit the travel expense reimbursement request within the specified timeline.

Uncompleted training will not be paid by the City unless the employee's failure to complete the training was due to a cause outside the employee's control as documented with a memorandum.

Advances

The City does not offer advances to employees for travel.

Exceptions to this Policy

This Policy does not claim to address all contingencies and conditions. However, any exception requires City Manager (or designee) approval in writing for anticipated/known exceptions or unanticipated/unplanned expenses. Requests for exceptions should be accompanied by the traveler's written justification for the expense.

Examples of exceptions to this policy include, but are not limited to, the following:

- Unusual business expenses
- Per diem and/or lodging expenses which exceed GSA limits
- The purchase of one or more meals from another source even though they were included in a conference and/or seminar registration fee
- The use of an alternate mode of transportation
- Lodging expenses incurred during local travel
- Travel costs exceeding available budget appropriations

City Auditor to Conduct Periodic Audits	The City Auditor shall conduct periodic audits in accordance with generally accepted government auditing standards to ensure compliance with this travel policy. Audit results shall be submitted to the City Council.

Cross References:
CMD 49 - Membership in Professional Societies and Associations
CMD 21 - Use and Maintenance of City Vehicles Including General Government/Public Works Pool Vehicles

Attachments:
A – Travel Authorization Form
B – Travel Expenses Reimbursement Form
C – Mileage Reimbursement Log

EXHIBIT E

Description of Duties

Description of Duties
for City Manager

City of Santa Clara
The Center of What's Possible

CHARTER OF THE CITY OF SANTA CLARA
Article VIII. City Manager, Ordinances, Meetings
Sec. 802 Powers and duties

The City Manager shall be chief executive officer and the head of the administrative branch of the City government. He/she shall be responsible to the City Council for the proper administration of all affairs of the City and to that end, subject to the personnel provisions of this Charter, he/she shall have power and shall be required to:

(a) Appoint and remove, subject to the Civil Service provisions of this Charter, all officers and employees of the City, except as otherwise provided by this Charter, and except as he/she may authorize the head of a department or office to appoint and remove subordinates in such department or office. No person related to the City Manager by blood or by marriage shall be eligible for office or employment in the City.

(b) Prepare the budget annually and submit it to the City Council and be responsible for its administration after adoption.

(c) Manage the City-owned water and power departments in a business-like manner, charging equitable rates for the services furnished and building up the properties so as to conserve their value and increase their capacity as needed by the City.

(d) Prepare and submit to the City Council as of the end of the fiscal year a complete report on the finances and administrative activities of the City for the preceding year.

(e) Keep the City Council advised of the financial condition and future needs of the City and make such recommendations as may seem to him/her desirable.

(f) Make investigations into the affairs of this City, or any department or division thereof, or any contract, or the proper performance of any obligation to the City.

(g) Submit to the City Council at each meeting for its approval, the list of all claims and bills approved for payment by him/her.

(h) Perform such other duties as may be prescribed by this Charter or required by him/her by the City Council, not inconsistent with this Charter. (Amended by electors at an election held March 7, 2000, Charter Chapter 11 of the State Statutes of 2000)

Description of Duties
for City Manager

City of Santa Clara
The Center of What's Possible

SANTA CLARA CITY CODE
Title 2 Administration and Personnel
Chapter 2.15 City Manager

2.15.020 Duties and responsibilities.

a) The City Manager shall be the chief administrative officer and the head of the administrative branch of the City government, and shall be responsible to the City Council for the proper administration of all affairs of the City. The City Manager shall be an ex officio member of all boards and commissions and shall serve as chief liaison officer between such bodies and the City Council, but shall have no vote thereon. He shall represent the City in its dealings with the various municipalities and other levels of government unless otherwise provided by the City Council.

(b) The City Manager shall have executive direction of the heads of all departments except those holding elective offices and those appointed by the City Council. These officers shall cooperate with all executive policies and procedures established by the City Manager insofar as the same are not in conflict with their legal duties or direct responsibilities to the City Council.

(c) The City Manager shall have the power to appoint, suspend, discipline or remove from service all other department heads and to perform or otherwise delegate their duties and responsibilities.

(d) The City Manager may prescribe such procedures, rules and regulations, not inconsistent with the Charter or legal actions and policies formulated by the City Council, as he may deem necessary for the conduct of the various departments, and he may investigate and inquire into the affairs of any department at any time.

(e) The City Manager shall, subject to budget authorization and the civil service rules and regulations, appoint and dismiss all regular, probationary and temporary employees as needed. He shall also recommend salary classifications and grant step increases in pay where applicable, within the general pay plan approved by the City Council.

(f) The City Manager shall act as advisor to the City Council on fiscal administration and shall administer the pertinent fiscal affairs of the City. He shall prepare and submit the annual budget of the City and administer it upon adoption. He shall prepare and submit annual financial statements and approve and submit periodically a list of claims and bills for payment.

(g) The City Manager shall serve as the Director of Finance unless otherwise determined by the City Council. He shall also serve as Director of Civil Defense. (Ord. 947; Ord. 1039 § 21. Formerly § 2-16.1).