

**AMENDMENT NO. 3 TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF SEAL BEACH AND PATRICK GALLEGOS**

The Employment Agreement, dated April 28, 2014, as previously amended, ("Agreement") between the City of Seal Beach ("City") and Patrick Gallegos ("Employee") is hereby temporarily amended as follows:

- A. On April 28, 2014, the City and Employee entered into the Agreement providing for employment of Employee as Assistant City Manager.
- B. Due to the forthcoming vacancy created by the resignation and retirement of the current City Manager, the City desires to appoint Employee as Interim City Manager while the City considers a recruitment for a permanent City Manager.
- C. Effective November 1, 2024, Employee will be appointed Interim City Manager, to perform the full duties and with the full authority of the City Manager.
- D. Employee will remain in the role of Interim City Manager until the earlier of (a) the date on which a permanent City Manager is appointed, or (b) the date on which the City Council, in its sole discretion, terminates this Amendment. Once this Amendment is no longer in effect, Employee shall return to the position of Assistant City Manager, and all the terms and conditions of Employee's employment shall be governed by the Agreement as amended by Amendment No. 2.

NOW, THEREFORE, the parties amend the Agreement as follows:

- 1. Paragraph 1 is amended to read as follows:

"The effective date of this Agreement is April 28, 2014. Amendment No. 3 shall be effective as of September 10, 2024 and shall be effective until the earlier of (a) the date on which a permanent City Manager is appointed, or (b) the date on which the City Council, in its sole discretion, terminates this Amendment. Once this Amendment is no longer in effect, Employee shall return to the position of Assistant City Manager, and all the terms and conditions of Employee's employment shall be governed by the Agreement as amended by Amendment No. 2."

- 2. Paragraph 2 is amended to read as follows:

"Effective November 1, 2024, Employee shall be appointed Interim City Manager and exercise the powers and perform the duties of the position of City Manager as set forth in the City Municipal Code, personnel rules, regulations and procedures and City Manager job description. Employee shall exercise such other powers and perform such other duties as the City Council may assign."

3. Paragraph 4, subsection A is amended to read as follows:

"The City shall pay Employee for the performance of his duties during the transition of the current City Manager and for his duties as Interim City Manager a gross annual base salary of \$267,091.11. Employee's salary shall be subject to withholding and other applicable taxes, and shall be payable to Employee at the same time as other employees of the City are paid. Employee shall be exempt from the overtime pay provisions of California and federal law."

4. Paragraph 4, subsection B shall not be in effect during the term of this Amendment.

5. Paragraph 5, subsection F.1.a shall be amended to replace the term "City Manager" with "City Council."

6. Paragraph 5, subsection F.3.a shall be amended to replace the term "City Manager" with "City Council."

7. Paragraph 5, subsection G shall be amended to replace all references to "City Manager" with "City Council."

8. Paragraph 6 shall not be in effect during the term of this Amendment.

9. Paragraph 7 shall be amended to add the following sentence: "The City shall bear the full costs of any fidelity or other bonds required of Employee under any law, City Charter provision, City ordinance or resolution by virtue of his term as Interim City Manager."

10. Paragraph 8 shall be amended to replace the term "City Manager" with "City Council."

11. Paragraph 9 shall be amended to read as follows (with all subsections deleted):

"Employee is employed as Interim City Manager at the pleasure of the City Council and is thus an at-will employee. The City Council may terminate Employee's position as Interim City Manager at any time with or without cause, and with or without notice. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to remove Employee from this position. Upon termination, Employee is immediately reinstated to his former position as Assistant City Manager, and all terms and conditions of employment shall be governed by the Agreement as amended by Amendment No. 2. Termination from the position of Interim City Manager shall not constitute discipline or adverse action, and is not subject to any grievance or appeal rights."

12. Paragraph 10 shall not be in effect during the term of this Amendment.

13. Except as expressly amended by this Amendment, all of the provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed and executed personally or on its behalf by its duly authorized representative.

EMPLOYEE

Patrick Gallegos
PATRICK GALLEGOS

CITY

CITY OF SEAL BEACH,
A California Municipal Corporation

By: Schelly Sustarsic
SCHELLY SUSTARSIC
Mayor

ATTEST:

Gloria Harper (Seal)
GLORIA HARPER
City Clerk

APPROVED AS TO FORM:

Nicholas Ghirelli
NICHOLAS GHIRELLI
City Attorney



**AMENDMENT NO. 2 TO THE EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF SEAL BEACH AND PATRICK GALLEGOS**

That certain employment agreement by and between the City of Seal Beach ("City") and Patrick Gallegos ("Employee") dated April 28, 2014, as amended ("Agreement"), is hereby amended as of February 15, 2017 to read as follows:

1. SECTION 4.B is hereby amended in its entirety to read as follows:

"B. **Cost of Living Salary Increases**. Effective with the first pay period after July 1 each year, Employee may receive annual Cost of Living salary increases applicable to Executive Management employees, as approved by the City Council, based on the change in the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the California Department of Industrial Relations for Los Angeles-Riverside Orange County for the immediately preceding April-April period, not to exceed three percent (3%) in any fiscal year."

2. Section 5.A.10 is hereby ADDED to read as follows:

"11. **Medical Maintenance Examination/Wellness Program**. The City shall reimburse Employee, as a medical benefit, for Employee's actual documented expenses for medical maintenance exams or the cost of participation in wellness programs, in an amount not to exceed \$850 per fiscal year. Reimbursable expenses shall include, but not be limited to, actual out of pocket expenses for annual physical examinations or other medical tests or examinations, participation in weight loss, stop smoking, fitness or other similar programs, or membership in a health or fitness club. All reimbursements shall be subject to the review and approval of the City Manager."

3. Section 5.E.2 is hereby amended to read as follows (text added is underlined):

"2. Sick leave accrual balance will be paid to Employee upon termination at 25% of his/her base rate of pay in cash and, if Employee is not Eligible for Retiree Health Benefits as provided in this Agreement and the City's Personnel Rules, an additional 25% of the accrual balance shall be deposited by the City into a Retiree Health Savings Account to be established for the benefit of the Employee."

4. Section 5.G.6 is hereby amended to read as follows:

"6. Not more than once in each fiscal year, Employee may, upon written request, receive cash compensation for up to ~~80~~ 120 hours of accrued vacation time ~~provided that Employee has taken at least 50 hours of vacation time off within that fiscal year,~~ subject to the City's normal accrual and "cash out" policies and procedures."

5. Section 9.C is hereby amended in its entirety to read as follows:

"C. **Employee-Initiated Termination**. Employee may terminate this Agreement by providing City 30 days advance written notice. The City Manager may, in his or her sole discretion, waive all or part of this advance notice period."


6. Except as specifically amended herein, all other remaining provisions of the Agreement shall remain in full force and effect.

Executed by the parties to be effective as of the date set forth above.


City of Seal Beach

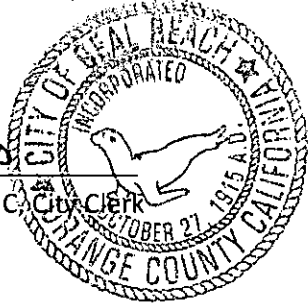
Employee


Jill R. Ingram, City Manager



Patrick Gallegos

ATTEST:


Robin L. Roberts, MMC, City Clerk

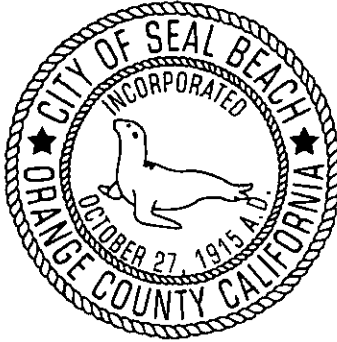


APPROVED AS TO FORM:


Craig A. Steele, City Attorney

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

between



City of Seal Beach
211 - 8th Street
Seal Beach, CA 90740

&

Patrick Gallegos
211- 8th Street
Seal Beach, CA 90740

This Amendment No. 1, dated August 11, 2014, amends that certain Employment Agreement ("Agreement") dated April 28, 2014 between the City of Seal Beach, a California charter city ("City") and Patrick Gallegos, an individual ("Employee").

RECITALS

A. City and Employee are parties to the Agreement, pursuant to which Employee serves as Assistant City Manager for City.

B. City and Employee wish to amend the Agreement as provided herein.

AMENDMENT

NOW, THEREFORE and in consideration of the foregoing and of the mutual covenants and promises herein set forth, the parties agree to amend the Agreement as follows:

Section 1. Section 9, Paragraph C of the Agreement is hereby amended to read as follows:

"C. Employee Initiated Termination. Employee may terminate this Agreement by providing City 30 days' prior written notice."

Section 2. All other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested:

CITY OF SEAL BEACH

EMPLOYEE

By:


Jill R. Ingram, City Manager

By:


Patrick Gallegos

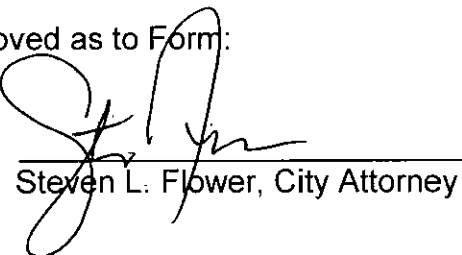
Attest:

By:


Linda Devine, City Clerk

Approved as to Form:

By:


Steven L. Flower, City Attorney

EMPLOYMENT AGREEMENT

Between



City of Seal Beach
211 - 8th Street
Seal Beach, CA 90740

&

Patrick Gallegos
211- 8th Street
Seal Beach, CA 90740

This Agreement is made as of April 28, 2014, by and between the City of Seal Beach, a California charter city ("City"), and Patrick Gallegos, an individual.

RECITALS

A. The City of Seal Beach ("City") hired Patrick Gallegos ("Employee") on February 27, 2012.

B. The City would like to promote Employee to be the City's Assistant City Manager, effective April 28, 2014.

C. Employee represents that he is qualified to perform the duties of Assistant City Manager for City.

D. Employee's terms of employment have previously been established by City's Terms and Conditions of Employment for Executive/Mid-Management Employees.

E. City and Employee wish to enter into an Employment Agreement that sets forth the rights and obligations of both parties and remove Employee from coverage under City's Terms and Conditions of Employment for Executive/Mid-Management Employees.

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

1. **TERM.** The effective date of this Agreement is April 28, 2014. This Agreement shall be effective throughout the tenure of the Employee.

2. **DUTIES AND AUTHORITY.** Employee shall exercise the powers and perform the duties of the position of Assistant City Manager as set forth in the City Municipal Code, personnel rules, regulations and procedures and Assistant City Manager job description. Employee shall exercise such other powers and perform such other duties as the City Manager may assign.

3. **EMPLOYEE'S OBLIGATIONS.** Employee shall devote his full energies, interests, abilities and productive time to the performance of this Agreement, and utilize his best efforts to promote City's interests. Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which materially interferes, with his duties and responsibilities to City.

4. **COMPENSATION AND REIMBURSEMENT FOR EXPENSES.**

A. **Gross Monthly Base Salary.** City shall pay Employee for the performance of his duties under this Agreement a gross monthly base salary of \$12,672.17. The City Manager may consider a merit adjustment after conducting a performance evaluation in accordance with the evaluation process pursuant to Section 6 of this Agreement. Employee's salary shall be subject to withholding and other applicable taxes, and shall be payable to Employee at the same time as other

employees of City are paid. Employee shall be exempt from the overtime pay provisions of California and federal law.

B. Cost of Living Salary Increases. Salary increases are as follows:

1. First pay period on or following July 1, 2015 - CPI adjustment, up to 3% maximum, as measured utilizing the change in the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations for Los Angeles - Riverside - Orange County for the 12 months of April 1, 2014 – March 31, 2015.

C. **Expenses.** City shall reimburse Employee for actual and necessary expenses incurred in the performance of his official duties that are supported by expense receipts in accordance with AB 1234 and any applicable City ordinances, resolutions, rules, policies or procedures.

5. BENEFITS.

A. Health Insurance Coverage.

1. City shall provide Employee a group hospital, medical and dental insurance plan.

2. City shall contribute to the cost of medical coverage for Employee and his dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) minimum contribution.

3. City has implemented a full flex cafeteria plan for employees. If Employee opts to participate in City's full flex cafeteria plan, he shall receive a monthly flex dollar allowance to be used for the purchase of benefits under the full flex cafeteria plan. The monthly flex dollar allowance shall be:

For Employee	\$705.10/month
For Employee and 1 dependent	\$1,089.60/month
For Employee and 2 or more dependents	\$1,409.06/month

4. A portion of the monthly flex dollar allowance is identified as City's contribution towards PEMHCA. Thus, for example, in calendar year 2014, a single employee's monthly flex dollar allowance is \$705.10; of that amount, \$119 has been designated by City as its required PEMHCA contribution to CalPERS. The monthly flex dollar allowance may only be used in accordance with the terms of the full flex cafeteria plan.

5. Effective January 1, 2015, and every January 1st during the term of this Agreement, City shall increase the contribution amounts above by the percentage of increase for basic plans published in the CalPERS circular letter setting health insurance premiums for the coverage year.

6. Employee is required to pay any premium amount in excess of the above City contribution. Such amount will be deducted from his payroll check on the first two pay periods for each month.

7. The minimum employer contribution for participating in the PEMHCA will be adjusted annually to reflect any change in the medical care component of the Consumer Price Index.

8. If Employee meets the waiver criteria and elects to waive enrollment in City's full flex cafeteria plan, he is eligible to receive \$310 per month (upon showing proof of health insurance coverage under an alternative plan). Election forms are available in the Personnel Office.

9. City shall not contribute a flex dollar amount for Employee during any month he is on leave of absence without pay or is absent from regular duties without authorization, for a full calendar month. City shall contribute to the cafeteria plan for Employee if Employee is receiving temporary payments from Workers' Compensation Insurance.

B. Life Insurance Program.

Employee shall receive a \$50,000 life insurance policy paid by City.

C. Income Continuation Program.

1. Employee shall receive an income continuation policy to provide for income continuation of 66.67% of his monthly salary, up to a maximum of \$5,000 per month, whichever is lesser.

2. Said income continuation shall commence on the 31st day of sickness or other bona fide absence or upon expiration of sick leave, whichever occurs later, and continuing thereafter while Employee is absent from work for a period of up to age 65.

D. Retiree Health Insurance.

1. Employee shall have the option upon retirement, to continue participating in City's health insurance program at his expense.

2. In the event Employee retires from City, he shall be eligible to receive a City contribution not to exceed the PEMHCA minimum employer contribution towards health coverage under CalPERS, as determined by CalPERS from time to time.

3. In the event Employee resides in an area where the health plans provided by City are not in effect, he shall be entitled to receive in cash each month an amount equal to the monthly contribution City would otherwise have contributed toward his health insurance premiums.

E. **Sick Leave.**

1. Employee shall accrue sick leave at the rate of one day (eight hours) per month. The maximum accumulation of sick leave hours shall be 520 hours.

2. Upon termination of employment, sick leave accumulated balance will be paid to Employee at 25% of his base rate of pay.

3. Employee shall not accrue sick leave hours during authorized leaves of absence without pay.

F. **Leaves of Absence.**

1. **Leave of Absence Without Pay.**

a. Upon the approval of the City Manager, Employee may be granted a leave of absence without pay in cases of an emergency or where such absence would not be contrary to the best interest of City, for a period not to exceed 180 working days.

b. Upon written request of Employee, the City Council may grant a leave of absence, with or without pay, for a period not to exceed one year.

c. At the expiration of the approved leave of absence, after notice to return to duty, Employee shall be reinstated to the position he held at the time leave was granted. Failure on the part of Employee to report promptly at such leave's expiration and receipt of notice to return to duty shall be cause for discharge.

d. During any leave of absence without pay, Employee shall not be eligible to accumulate or receive benefits, except as otherwise specifically provided in City policy, except Employee shall receive his monthly flex dollar allowance and City shall contribute to Employee's disability insurance plan, and life insurance plan for the first 30 days of leave of absence without pay.

2. **Bereavement Leave.**

City shall provide Employee with 40 hours paid bereavement leave in case of a death in the Employee's immediate family. The bereavement leave shall not be chargeable to or accumulated as sick time or leave time. "Immediate family" is defined as spouse, registered domestic partner, father, mother, son, daughter, brother, sister, grandparent, grandchild, step-mother, step-father, step-child, mother-in-law, father-in-law, domestic partner-in-law or dependent relative living with Employee.

3. **Military Leave of Absence.**

a. Military leave shall be granted in accordance with the provisions of State law. Employee shall give the City Manager an opportunity within the

limits of military regulations to determine when such leave shall be taken. If possible, Employee shall notify the Department Head of such leave request ten working days in advance of the beginning of the leave.

b. In addition to the provisions of State law, City shall continue to provide Employee on military leave, the monthly flex dollar allowance under the cafeteria plan and disability and life insurance and retirement (if applicable) for the first three months of military leave. During said period, Employee shall be required to pay to City the amount that exceeds the monthly flex dollar allowance (if applicable). After the first three months of military leave, Employee may continue said benefits at his cost.

4. **Family Leave.** Upon a demonstration of need and subject to the following conditions, Employee may take leave or unpaid leave to care for his newborn infant, whether through parentage or adoption, or to care for a seriously ill or injured member of Employee's "immediate family" as defined in sub-section 5.F.2.

a. Proof of the birth or adoption of a newborn infant or the serious illness/injury of the family member must be submitted to City.

b. Requests for family leave must be submitted in writing to the City Manager at the earliest possible date preceding the time when the leave is to begin.

c. Operational needs of City shall be relevant in determinations regarding the granting of family leave in accordance with the provisions of State and Federal Family Leave laws.

d. In the event of an extended family leave, Employee may be required to periodically report on the status of the situation giving rise to the leave.

e. Family leave may be granted only upon the approval of the City Manager consistent with the provisions of State and Federal Family Leave laws.

G. **Vacation.**

1. Effective April 28, 2014, Employee shall begin accruing 120 hours of vacation leave in his first year as Assistant City Manager. Employee shall accrue eight additional hours of vacation leave for each year of full-time continuous service each year after such first year.

2. Employee shall only be allowed to accumulate a maximum of 320 hours of vacation. This maximum can only be exceeded with approval of the City Manager.

3. Vacation shall not accrue during any period Employee is on leave of absence without pay.

4. Employee is encouraged to use at least the amount of vacation hours earned each fiscal year.

5. City will not approve vacation leave time prior to it having been earned, unless prior, special arrangements have been made with the City Manager. Employee shall not take any vacation leave unless the City Manager has provided prior written approval. The City Manager may consider workload and other staffing considerations, such as but not limited to, the previously approved vacation schedule of other employees, sick leave and position vacancies.

6. After Employee has completed at least one year of continuous service, Employee, not more than once in each fiscal year may, upon request, receive compensation for up to 80 hours of accrued vacation time provided that Employee has taken at least 50 hours of vacation time off within that fiscal year. Employee may, upon request, receive compensation for up to 120 hours of accrued vacation time provided that Employee has taken at least 80 hours of accrued vacation time off within that fiscal year.

H. **Holidays.**

1. City shall grant Employee the following holidays with pay:

Holiday	Date
New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
	Calendar day following Thanksgiving Day
Christmas Eve	December 24th
Christmas Day	December 25th
*Floating Holiday	(discretion of employee)

Total of 12 holidays annually

**Floating Holiday must be taken during each fiscal year (July 1st through June 30th) and may not be carried forward.*

2. **Holiday Closures.** The City Manager may designate up to five specific work days in each calendar year between Christmas Day and New Year's Day during which all employees, including Employee, may be required to take time off,

charged to leave without pay, Employee's accumulated compensatory time, vacation, floating holidays, or a combination thereof, as determined by Employee. The days must be consecutive for Employee. If Employee does not have sufficient accumulated time off in his account to cover the required time off, he may request, and will be granted, sufficient advance on his vacation accrual to cover the uncovered balance. This advance will be recovered with the next vacation accruals earned by Employee. Time off of work under this provision shall not be deemed a layoff.

I. **Retirement System.**

1. The retirement program provided by City shall consist of a pooled Public Employees' Retirement System (PERS) plan which includes the following provisions:

Section 20042 - One Year Final Compensation
Section 20965 - Credit of Unused Sick Leave
Section 21024 - Military Service Credit

2. Retirement Plan. Employee is required to participate in City's California Public Employees' Retirement System (CalPERS) retirement program and to make an employee contribution toward the program in the amount of 7% of his compensation earnable. City will pay, on behalf of Employee, a portion of the required employee contribution to CalPERS, as follows. City shall pay the following amounts toward the Employee's CalPERS required contribution of 7% of his compensation earnable:

a. a. Effective first pay period on or following July 1, 2014: 1% (Employee pays 6%).

b. b. Effective first pay period on or following July 1, 2015: nothing (Employee pays 7%).

3. City shall include Employee in CalPERS Section 21354 - 2% @ 55 for miscellaneous members.

J. **Seniority Bonus.**

Employee shall receive a 5% increase in base salary effective on the tenth anniversary of his uninterrupted employment with City.

K. **Mobile Phone Allowance.**

Employee shall receive a monthly mobile phone allowance of \$75 in accordance with City Policy 200-19.

L. **Administrative Leave.**

Employee shall receive 48 hours of administrative leave each fiscal year. Administrative leave days may not be carried forward to succeeding years nor may they be turned in for cash value.

M. **Deferred Compensation.**

City shall contribute the equivalent to 3.5% of base salary per payroll period into a deferred compensation program for Employee.

N. **Catastrophic Leave.**

Employee may participate in City's Catastrophic Leave Pool Program subject to the following conditions:

1. Catastrophic Leave will be available only to Employee if Employee has exhausted his own paid leave through bona fide serious illness or accident.
2. Employee cannot receive catastrophic leave at the same time he receives Long-Term Disability payments.
3. Employee must have 40 hours of paid leave available after making a donation to the pool.
4. Sick Leave cannot be used for this program.
5. In order to donate, Employee must sign an authorization, including specifying the specific employee to be the recipient of the donation.
6. Donations will be subject to applicable tax laws.
7. The availability of Catastrophic Leave shall not delay or prevent City from taking action to medically separate or disability retire Employee.
8. Catastrophic Leave due to illness or injury of an immediate family member may require medical justification as evidenced by a Physician's Statement that the presence of the Employee is necessary.
9. Catastrophic Leave due to the illness or injury of the Employee will require medical justification as evidenced by a Physician's Statement as to Employee's condition.
10. Employee must maintain the confidentiality of a donation.

6. ANNUAL EVALUATIONS AND SALARY REVIEW. On or before June 30, 2015, and every June 30 thereafter, the City Manager may conduct an evaluation of Employee's performance. During that evaluation, the City Manager and Employee shall

mutually establish performance goals and objectives to be met by Employee during the following year. In addition, the City Manager shall review Employee's salary and benefits as part of the evaluation process and may do so at any other time.

7. INDEMNIFICATION. Except as otherwise permitted, provided, limited or required by law, including without limitation California Government Code Sections 825, 995, and 995.2 through 995.8, City will defend and pay any costs and judgments assessed against Employee arising out of an act or omission by Employee occurring in the course and scope of Employee's performance of his duties under this Agreement.

8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City Manager may from time to time fix other terms and conditions of employment relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement or other applicable law.

9. TERMINATION.

A. Termination by City without Cause. Employee is employed at the pleasure of the City Manager, and is thus an at-will employee. The City Manager may terminate this Agreement and the employment relationship at any time without cause. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate the employment of Employee. City shall pay Employee for all services through the effective date of termination. In addition, Employee shall receive severance to the extent provided in Section 10 and shall receive no other compensation or payment.

B. Termination by City with Cause. City may terminate this Agreement and Employee's employment with City if:

1. Employee refuses or fails to perform the powers and duties of Employee as specified in Sections 2 and 3 of this Agreement or Municipal Code;

2. Employee has engaged in: corrupt or willful misconduct in office, any illegal act involving personal gain or willful malfeasance constituting grounds for removal from office due to an indictment of the grand jury; any act of dishonesty; actions that have or may have a substantial and adverse effect on City's interest; or is convicted of any felony or any misdemeanor involving moral turpitude. In no event shall a minor traffic offense or moving violation be considered a misdemeanor involving moral turpitude. In the event Employee is under investigation for any of the foregoing reasons, City may withhold part or all of any severance payment, until it is determined if charges will be filed, and if charges are filed, until final judgment is rendered. If charges are not filed, or if Employee is found innocent, City shall pay any severance to which Employee is entitled; or

3. Employee breaches this Agreement, including, without limitation, any provision set forth in Section 2, "Duties and Authority," of this Agreement.

C. Employee Initiated Termination. Employee may terminate this Agreement by providing City 90 days' prior written notice.

10. SEVERANCE.

A. If City terminates this Agreement (thereby terminating Employee's employment with City) without cause pursuant to Section 9.A, City shall:

1. Pay employee all vacation benefits earned, and
2. Pay Employee an amount equal to four times his then-monthly base salary; and

B. Notwithstanding any other provision or the term of this Agreement, the maximum severance and health benefits that Employee may receive under this Agreement as a result of termination, shall not exceed the limitations provided in Government Code Sections 53260–53264.

C. Notwithstanding the foregoing, in the event Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse City for any paid leave or cash settlement (including separation benefits or severance, if applicable), to the extent and as provided by Government Code Sections 53243–53243.4.

11. INTEGRATION OF AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties concerning Employee's employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or written, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

12. METHOD OF AMENDMENT. Amendments to this Agreement are effective only upon City Council and Employee written approval.

13. NOTICES. All notices pertaining to this Agreement shall be sent to:

EMPLOYEE: Patrick Gallegos
City of Seal Beach
211 - 8th Street
Seal Beach, California 90740

CITY: City Clerk
City of Seal Beach
211 - 8th Street
Seal Beach, California 90740

Such notice shall be deemed made when personally delivered, transmitted by facsimile, or when mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

14. GENERAL PROVISIONS.

A. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

B. This Agreement shall be interpreted and construed pursuant to and in accordance with the City Charter, applicable laws of the State of California and all applicable City codes, ordinances and resolutions.

Executed by the parties as of the date below at Seal Beach, California.

City of Seal Beach

Employee

By: Jill R. Ingram
Jill R. Ingram, City Manager

Patrick Gallegos
Patrick Gallegos

Date: 4/28/14

Date: 4/23/14

ATTEST:

Linda Devine
Linda Devine, City Clerk

APPROVED AS TO FORM

Quinn M. Barrow
Quinn M. Barrow, City Attorney

RESOLUTION 7199

A RESOLUTION OF THE SEAL BEACH CITY COUNCIL APPROVING AMENDMENTS TO EMPLOYMENT AGREEMENTS WITH THE ASSISTANT CITY MANAGER, CITY CLERK, DIRECTOR OF PUBLIC WORKS, DIRECTOR OF FINANCE/CITY TREASURER, CHIEF OF POLICE, AND MARINE SAFETY CHIEF

THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Amendments specified herein to the existing Employment Agreements of various dates (the "Employment Agreements") between the City and the following employees:

1. Assistant City Manager Patrick Gallegos
2. City Clerk Gloria Harper
3. Director of Finance/City Treasurer Kelly Telford
4. Director of Public Works Steve Myrter
5. Chief of Police Phil Gonshak
6. Marine Safety Chief Joe Bailey (collectively "the Employees").

SECTION 2. The Employment Agreements are amended as follows, upon acceptance of this Resolution by each of the named employees:

1. Each of the Employees' individual base salaries shall be increased by 3.6% effective July 1, 2021. Each of the Employees shall be entitled to receive future annual increases, subject to approval by the City Council, tied to the increase in the applicable Consumer Price Index ("CPI") year over year and not less than 2% no more than 4% in any future year.
2. The Employees shall be eligible for tuition reimbursement for career-related college or graduate level degree programs under the program rules applicable to all other City employees.
3. Each of the Employees who is **not** provided a City vehicle for job duties shall receive a monthly automobile allowance of \$350 to reimburse the employees' full cost of business use of personal automobiles.
4. Each of the Employees shall be entitled to 80 hours of administrative leave per year under the existing rules for such leave.

SECTION 3. Each Employee's signature below shall signify acceptance and agreement of the foregoing amendments, and the City Manager is authorized to execute on behalf of the City.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED by the Seal Beach City Council at a regular meeting held on this 27th day of September, 2021 by the following vote:

AYES: Council Members: Kalmick, Massa-Lavitt, Moore, Sustarsic, Varipapa

NOES: Council Members: None

ABSENT: Council Members: None

ABSTAIN: Council Members: None



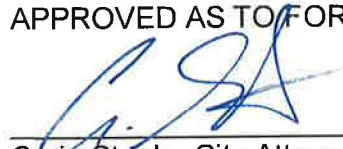
Joe Kalmick, Mayor

ATTEST:



Gloria D. Harper, City Clerk

APPROVED AS TO FORM:



Craig Steele, City Attorney



STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS
CITY OF SEAL BEACH }

I, Gloria D. Harper, City Clerk of the City of Seal Beach, do hereby certify that the foregoing resolution is the original copy of Resolution 7199 on file in the office of the City Clerk, passed, approved, and adopted by the City Council at a regular meeting held on September 27, 2021.

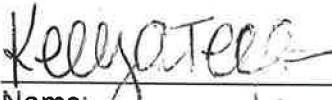


Gloria D. Harper, City Clerk

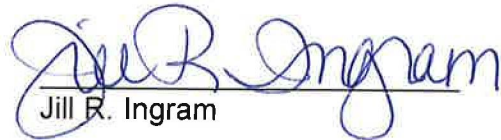
ACCEPTED AND AGREED:

Employee

City Manager



Name:



Jill R. Ingram

