

2015 CITY ATTORNEY EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this 20st day of April 2015, by and between Lynn Tracy Nerland (hereinafter referred to as "EMPLOYEE") and the City of San Pablo (hereinafter referred to as "CITY").

In consideration of the faithful performance of the terms and conditions set forth herein, the parties mutually agree as follows:

1. Employment.

a. Effective June 1, 2015, EMPLOYEE shall be employed as City Attorney for the City of San Pablo for a term of twelve (12) months, unless mutually agreed to end earlier. This twelve (12) month term shall automatically recommence on the first day of each succeeding month, unless notice of termination is given by the City Council as specified herein. This section is intended to comply with Section 53260, *et seq.* of the Government Code of the State of California.

b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the service of EMPLOYEE at any time, subject only to the provisions set forth in Section 6 of this Agreement. EMPLOYEE'S service with the City is an at-will position which may be terminated for any or no cause by the City Council.

c. EMPLOYEE agrees to remain in the exclusive employ of the CITY during the terms of this Agreement. However, EMPLOYEE shall not be precluded from occasional teaching or writing, performed during EMPLOYEE's time off, or during administrative leave or vacation, with the concurrence and knowledge of City Council.

2. Compensation. EMPLOYEE shall receive the following compensation:

a. Salary. EMPLOYEE's annual salary shall start at \$212,000. As set forth

in the attached Schedule of Benefits, EMPLOYEE shall receive 2% cost of living increases effective July 1, 2015 and July 1, 2016. The CITY and EMPLOYEE can discuss merit increases and further COLA adjustments at any time after 2016.

b. Benefits. EMPLOYEE's benefits are as set forth in the 2015 City Attorney Employment Agreement Schedule of Benefits, attached hereto as Exhibit A, except as set forth specifically in this Agreement, in which case the terms of this Agreement supersede those set forth in the attached Schedule of Benefits.

c. Deferred Compensation. City shall annually match EMPLOYEE's contribution to her ICMA 457 deferred compensation account. The total maximum annual contribution to such account, as of January 1, 2015, as established by IRS regulations, is \$24,000 per calendar year, including the age 50 catch-up provision. As of the date of this agreement, the maximum City contribution is \$12,000 per calendar year.

d. Information Technology Allowance. City shall pay EMPLOYEE an information technology allowance of \$750.00 annually, for the period ending June 30th of each odd-ending fiscal year period.

3. Business Expenses. CITY agrees to pay for City related business expenses. Such expenses shall include all direct costs associated with memberships in professional associations and attendance at conferences and city attorney lunches and meetings, within approved budget and per diem parameters.

4. Performance Evaluation. Annual performance evaluations are an important way for the City Council and the City Attorney to ensure effective communications about expectations and performance. The City Council recognizes that for the City Attorney to respond

to its needs and to grow in the performance of the City Attorney's job, the City Attorney needs to know how the City Council Members evaluate the City Attorney's performance.

a. To assure that the City Attorney gets this professional feedback, the City Council shall conduct an evaluation of the City Attorney's performance at least once a year. The City Council and the City Attorney agree that performance evaluations, for the purpose of mid-course corrections, may occur quarterly or several times during each calendar year.

b. In January of each year, the City Attorney shall notify the Mayor and City Council in writing of the requirement for an annual evaluation of his position. The Mayor shall then agendize before the City Council the timing of such evaluation. The City Attorney and City Council will create goals or other outcome measures that will provide the basis for determining the next year's performance. The City Council and the City Attorney shall define such goals and performance objectives as they mutually determine are necessary for the proper operation of the City for the attainment of the City Council's policy objectives, and the City Council and the City Attorney shall further establish a relative priority among those goals and performance objectives.

6. Termination. The following provisions apply to any termination of employment by CITY:

ii. EMPLOYEE is an at-will employee who may be terminated for any or no reason. In the event EMPLOYEE is terminated for any reason prior to the expiration of the employment term, except as set forth in subsection 6c, CITY shall pay EMPLOYEE a cash payment equivalent to her salary for the remainder of term, as referenced in Section 1, subpart a of this Agreement; provided, however, that such severance payment shall be contingent on

EMPLOYEE first executing a release and waiver of all rights to sue the City or any city employee or official.

b. CITY shall pay the premiums for EMPLOYEE'S medical and dental benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) coverage for the same number of months for which EMPLOYEE is entitled to a lump sum cash payment under subsection 6a, or until EMPLOYEE either secures full-time employment or obtains other health insurance coverage, whichever of these events occurs first. EMPLOYEE shall notify CITY within five (5) days of securing new full-time employment or acquiring health insurance coverage.

c. In the event that EMPLOYEE is terminated for cause (meaning an arrest for a felony or crime involving the abuse of office or position as defined in California Government Code section 53243.4 or documented serious violation of the CITY's harassment policy or other established rule or regulation of CITY), CITY shall have no obligation to pay the severance or provide any other benefits set forth in subsections 6a or 6b. Further, pursuant to Government Code sections 53243 et seq., if EMPLOYEE is convicted of a crime involving an abuse of office, then EMPLOYEE shall reimburse CITY for any paid salary leave during the investigation, for funds for the legal criminal defense of EMPLOYEE, and any severance payments.

d. EMPLOYEE may be removed only by a vote of at least three members of the City Council, and may not be removed from office within 90 days next succeeding the date of any general municipal election held in the city at which election a member of the Council is elected.

e. In the event the City Council formally asks the City Attorney to resign,

then EMPLOYEE shall be entitled to resign, and still receive the severance benefits, provided she agrees to the release and waiver requirements of all rights to sue the City or any city employee or official, as provided in subsection 6a above.

7. Resignation. If EMPLOYEE voluntarily resigns from the position of City Attorney, she will provide CITY with a minimum of thirty (30) days written notice. During the period subsequent to the Notice of Resignation of EMPLOYEE, she shall continue to discharge his duties as City Attorney.

8. Notices. Any notices required by this Agreement shall be either given in person or by first class mail with the postage prepaid and addressed as follows:

CITY: Mayor
City of San Pablo
One Alvarado Square
San Pablo, CA 94806

EMPLOYEE: Lynn Tracy Nerland
At her then-current address on file with CITY.

9. EMPLOYEE shall be considered and treated as an employee of the City. CITY shall defend, indemnify, and hold EMPLOYEE harmless for any acts and omissions arising out of or connected in any way with EMPLOYEE'S performance of her job duties, and Government Code section 825 shall specifically be deemed applicable.

10. Entire Agreement. This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in the agreement has been or is relied on by any party hereto. If any sections, subsections, sentences, clauses, phrases or portions of this Agreement are for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council

declares it would have passed this and each section, subsection, phrase or clause of this Agreement whether or not any one or more sections, subsections, phrases or clauses may be declared invalid or unconstitutional on their face or as applied.

The parties have executed this Agreement the day and year set forth below.

DATED: Apr. 26, 2015


Lynn Tracy Nerland

DATED: May 5, 2015

CITY OF SAN PABLO,
A general law city

By: 
Kathy Chao Rothberg, Mayor

ATTEST:

BY: 
Ted Denney, City Clerk

EXHIBIT A

**CITY ATTORNEY EMPLOYMENT AGREEMENT
SCHEDULE OF BENEFITS**

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SECTION I. HEALTH BENEFITS

Employee shall receive medical and dental benefits for herself and dependent family members, as follows:

(A) Medical Insurance

The City is a participating employer in the Public Employees' Medical and Hospital Care Act (PEMHCA), the medical insurance program sponsored by CalPERS. Upon the City's adoption of the amendment to the City's contract with CalPERS for PEMHCA participation, the maximum City contribution per month for medical insurance for active employees and qualifying annuitants shall be the minimum employer contribution as determined by CalPERS. For 2015, the minimum monthly employer contribution is \$122.00.

(B) Flexible Benefit Plan

The City maintains a Flexible Benefit Plan that constitutes a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code. The Flexible Benefit Plan allows active employees to pay for actual medical plan premiums, actual dental plan premiums, vision care contributions on a pre-tax basis.

The City will contribute, on behalf of employee enrolled in City-provided health insurance, up to:

- the premium for employee's selected, City-provided group health insurance plan at the selected level of coverage;
- minus the City's minimum, monthly employer contribution required for participation in PEMCHA paid separately by the City to CalPERS;
- minus one hundred and fifty dollar (\$150) to be paid by the employee if enrolled in a Kaiser plan, or minus twenty percent (20%) of the group health insurance premium to be paid by the employee if enrolled in a non-Kaiser plan.

(C) In Lieu or Dual Medical Coverage

In the event employee elects to waive participation in City-provided health insurance due to coverage in a group health plan from another source (e.g. spouse, parent, etc.), employee shall receive the appropriate in-lieu amount, which shall be prorated for employees scheduled to work 80% FTE:

\$500.00 – Family coverage or two-party coverage

\$350.00 – Single party coverage

The employee may receive the in-lieu amount in cash (taxable) or may elect to contribute the in-lieu amount (not taxable) towards the 457 ICMA Deferred Compensation Plan as a supplemental retirement benefit.

To elect this option, employee shall demonstrate that she is adequately covered at the applicable level of coverage by another source of group health insurance. If employee loses secondary coverage, she shall be covered by the City health plan as soon as possible, in accordance with CalPERS regulations and this MOU.

(D) Dental Plan

City will contribute through the Flexible Benefit Plan the full premium for dental insurance coverage (which includes a 50/50 orthodontia plan for children only with \$3,000 maximum) for employee and eligible dependent family members. The City's contribution shall be prorated for employees scheduled to work 80% FTE.

E) Reimbursable Expenses and Flexible Spending Account

The City provides a Flexible Spending Account (FSA), which allows employee to contribute a portion of regular earnings to pay for qualified dependent care and medical expenses before earnings are subject to payroll taxes, in accordance with IRS regulations.

The City will contribute to the Flexible Spending Account the amounts listed below based on the assumption that the following arrangement falls within the IRS guidelines:

\$450.00 for 1/1/15 through 12/31/15 (\$360.00 for .80 FTE)
\$450.00 for 1/1/16 through 12/31/16 (\$360.00 for .80 FTE)
\$225.00 for 1/1/17 through 06/30/17 (\$180.00 for .80 FTE)

Should employee work on a reduced work schedule in the future, she shall be required to pay the prorated portion of the medical premium. In-lieu medical and vision care and other reimbursable expense amount, including this Flexible Spending Account contribution, will also be prorated.

In accordance with IRS regulations, any unused amounts contributed to the FSA shall not be reimbursed to employee should employee fail to submit proof of eligible reimbursable expenses during a calendar year. However, up to five hundred dollars (\$500) of unused amounts remaining at the end of a plan year in a health FSA may be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year. All other unused amounts in an employee's FSA cannot be rolled over to the next calendar year.

SECTION II. EMPLOYEE ASSISTANCE PROGRAM

The City agrees to provide an Employee Assistance Counseling Program.

SECTION III. DISABILITY AND LIFE INSURANCE

The City shall continue to provide a long term disability benefit for employee. The City shall pay premiums on a two hundred thousand dollars (\$200,000) life insurance policy for employee. An additional Life Insurance policy shall be made available to dependents of the employee, as mandated by the existing Life Insurance Program, at the total expense of the employee.

SECTION IV. VACATION

- A. Employee shall accrue vacation at the rate of 150 hours per year.
- B. Use of Vacation

Employee, due to the needs of the service, may be unable to utilize said accrued vacation. Therefore, employee shall be permitted to carry over any unused vacation.

In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation shall be extended accordingly.

Should employee terminate employment, Employee shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

Should employee become ill or injured during vacation, she may request that the time be deducted from her earned sick leave and the vacation period be re-scheduled at a later date, or be extended.

SECTION V. SICK LEAVE

- A. Accrual

Sick Leave with pay shall be accrued at the rate of 7.5 hours per each calendar month of service. Sick Leave shall not be considered as a privilege which employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability. Unused sick leave shall be accumulated at the rate of 96 hours per year, without limit. Employee shall be granted six days (45 hours) of sick leave upon commencement of service.

- B. Usage

Employee shall be allowed sick leave pay on the following basis:

- (1) Absence from duty due to exposure to a contagious disease where a doctor requires quarantine;
- (2) Absence due to pregnancy disability, childbirth, or a medical condition related to pregnancy; or
- (3) Absence from duty due to employee illness or other physical disability;
- (4) Absence to care for a parent, spouse, child, or registered domestic partner with a serious health condition and would be permitted as sick leave under the City's sick leave policy;

(5) Up to six (6) days of accrued Sick Leave in a calendar year may be used to attend to the illness of the employee's immediate family, when the employee will personally assist and be a comfort to said family member. Immediate family shall be limited to the employee's spouse, registered domestic partner, child, stepchild, father, mother, sister, brother, father-in-law, mother-in-law, grandparent, and grandchild, except as provided by the Family Care Leave/Pregnancy Leave.

(6) In accordance with the Healthy Workplaces, Healthy Families Act of 2014, sick leave usage of up to 3 days (to a maximum of twenty-four hours) will be expanded to cover the following reasons as provided in the Act, in accordance with the City's adopted policy, effective July 1, 2015:

- For specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.
- For an employee's child regardless of age or dependency status.

The right to benefits under the Sick Leave plan shall continue only during the period that the City employs the employee. This plan will not give any employee the right to be retained in the service of the City or any right of claim to sickness disability benefits after separation from the services of the City.

If employee is absent or expecting to be absent because of sickness or other physical disability, personal or family, the Employee shall notify the City Manager prior to the beginning of the workday or as soon thereafter as possible, but in any event during the first day of such absence.

The City may require a written physician's statement confirming that the employee's illness or disability prevents him or her from attending work, and the anticipated duration of absence. In cases of absence due to contagious disease, the employee will be required to submit a written medical release before he/she may return to work. In cases of other absences, the employee may be required to provide City with a Fitness for Duty statement from his/her attending physician, or a physician appointed by the City, prior to returning to work.

Upon depletion of accumulated sick leave, employee may request leave of absence without any pay for a period not to exceed sixty (60) calendar days, subject to the approval of the City Council. If employee is unable to return to work at the end of this period, he must request further unpaid leave, which will be subject to the approval of the City Council. If further leave is granted, employee must notify the City of his intent to return to work every thirty (30) days. If further leave is not requested, employee may be subject to dismissal.

Time off for illness shall be charged to sick leave and not to vacation or administrative leave, unless, and until all available sick leave has been exhausted.

SECTION VI. BEREAVEMENT LEAVE

Upon death of an immediate family member (spouse or registered domestic partner and children/stepchildren including parents, brothers, sisters, grandparents, mother/father in-law, brother/sister in-law, and grandchildren); bereavement leave with pay for a period not to exceed one (1) full workweek, shall be granted. Employee shall inform the City of the name and relationship of the person who died.

SECTION VII. FAMILY CARE LEAVE

City shall provide Family Care Leave and Pregnancy Leave in compliance with and in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA).

SECTION VIII. ADMINISTRATIVE LEAVE

In recognition of the requirement that employee works in excess of a normal work week, including night meetings of the City Council, various Boards and Commissions and ad hoc committees, 112.50 hours of administrative leave shall be granted to employee at commencement of employment, and, beginning on July 1, 2016, for each fiscal year thereafter. Any unused balance of Administrative Leave available as of 12:00 midnight, June 30, shall be forfeited, beginning on June 30, 2016.

SECTION IX. HOLIDAYS

The following guaranteed Holidays shall be observed by the City:

- December 31 - New Year's Eve
- January 1 - New Year's Day
- 3rd Monday in January - Martin Luther King's Birthday
- 3rd Monday in February - Washington's Birthday
- Last Monday in May - known as Memorial Day
- July 4 - Independence Day
- 1st Monday in September - known as Labor Day
- Second Monday in October - Known as Columbus Day
- November 11 - Veterans' Day
- 4th Thursday in November - Known as Thanksgiving Day
- Day After Thanksgiving Day
- December 24 - Day before Christmas Day (Christmas Eve Day)
- December 25 - Christmas Day

One floating holiday of 9.375 hours shall be credited to accumulated vacation time on each July 1st.

SECTION X. RETIREMENT AND SURVIVOR BENEFITS

A. PERS Contributions:

Non-Safety Tier One Pension:

1. Formula: The City shall provide the full formula of two and one half percent (2.5%) at age 55 calculated on the single highest year for local miscellaneous members considered "classic" members of CalPERS.

2. **Member Contribution:** Employee, in Non-Safety Tier One Pension, shall pay the statutory member contribution required by CalPERS, in addition to the cost share requirement described below.

3. **Employee Cost Sharing:** Employee, in Non-Safety Tier One pension, is required to pay two and three-tenths percent (2.3%) of reportable compensation toward the employer contribution for pension in accordance with Government Code Section 20516(a)-Employees Sharing Cost of Additional Benefits) for the pension formula enhancement to 2.5% at 55.

4. **Survivor Benefits.** The City shall provide the Third Level of 1959 Survivor's Benefit for Non-Safety Tier One and Tier Two employees, a benefit for survivors of the employee who is actively employed at the time of death.

B. Retiree Health Reimbursement Account.

In addition to paying on behalf of employee the minimum monthly employer PEMHCA contribution as determined by CalPERS, established at \$119 per month as of 2014, the City shall provide a monthly supplemental allowance to a Health Reimbursement Account (HRA) to employee if she retires under service retirement as regulated by the Public Employees Retirement System, in the following amount:

i. The monthly supplemental allowance is limited to the cost of medical and dental plans for the level of coverage selected by the annuitant (1-party, 2-party, or family) which the employee is enrolled in at the time of retirement, less the City required minimum employer contribution paid directly to CalPERS on behalf of the qualifying annuitant.

ii. The allowance shall be increased if the cost of such plans increase. The annuitant shall receive only the amount for the plan and level of coverage selected at the time of retirement. Although nothing in this section shall prevent retiree from changing health plans, any such change in health plans shall not result in a higher monthly supplemental allowance.

To be eligible for the monthly supplemental allowance, retiree must meet the following conditions:

i. Employee shall have served with the City for at least ten (10) consecutive years immediately prior to retirement, and must retire directly (within one hundred twenty (120) days) following separation from City.

ii. The employee shall have been enrolled in the City's medical and dental plans, for one (1) full year prior to retirement.

The City shall pay the monthly supplemental allowance for life of retiree, or if retiree has died, to the retiree's spouse or registered domestic partner. For these purposes, the retiree's spouse/registered domestic partner is defined as the individual that the retiree is married to or in a registered domestic partnership with at the time of application for

retirement, unless subsequently divorced or partnership dissolved. It shall be the responsibility of the retiree to notify the City for any marital status change (e.g. death of a spouse, divorce, legal separation, etc.) at which point coverage for the spouse or registered domestic partner shall cease. The City reserves the right to collect the amount over and above the monthly supplemental allowance issued to the retiree, due to failure on the part of the retiree to notify the City regarding the change in marital status. The City shall collect said amounts under the normal collection process which may include utilization of a collection agency and/or Small Claims Court, or any legal administrative remedy. If the retiree remarries, the monthly supplemental allowance will not increase to include the cost of the new spouse, registered domestic partner, or family. The City shall pay the Monthly Supplemental Allowance to the HRA for the annuitant until any of the following conditions occur:

- i. retiree receives medical coverage from another source (e.g. other employment, spouse), or
- ii. retiree dies.

The City's obligation to pay the monthly supplemental allowance is conditioned upon a signed declaration under penalty of perjury, by the retiree and/or spouse or registered domestic partner on a form provided by CalPERS once each year, that confirms the retiree's and/or spouse or registered domestic partner is not enrolled in medical or health insurance coverage or in-lieu payments from another source during that same time period.

Should retiree lose coverage from the other source (employment, spouse), the monthly supplemental allowance will resume upon receipt of the required declaration, and will continue only until any of the above listed events (a-b) occur. The Monthly Supplemental Allowance is subject to applicable Federal and State Income Tax regulations.

SECTION XI. COST OF LIVING AND STEP INCREASES

- 1) Effective July 1, 2015, there will be a two percent (2%) cost of living increase.
Effective July 1, 2016, there will be a two percent (2%) cost of living increase.
- 2) Based on years of service with the City, Employee shall receive the following step increases:

3%	-	15 years of service
2%	-	20 years of service
2%	-	25 years of service

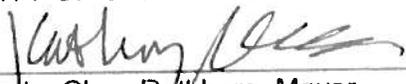
SECTION XII. CELL PHONE STIPEND

Employee shall receive a monthly cell phone stipend in the amounts set forth in the City's cell phone stipend policy.

SECTION XIII. SIGNATURES

This schedule of benefits is effective upon commencement of employment.

CITY OF SAN PABLO


Kathy Chao Rothberg, Mayor

CITY ATTORNEY


Lynn Tracy Merland

LYNN TRACY NERLAND

EXPERIENCE

City of Antioch

City Attorney/Redevelopment Agency Counsel

Antioch, CA
1/06--present

Advise City Council, Antioch Development Agency (through 02/12), Planning Commission, Board of Administrative Appeals and staff on the Brown Act, Public Records Act, land use, CEQA, public contracting, conflict of interests, real property, employment, finance, elections, utilities and other issues for a general law city of 107,000 residents with currently 290 FTE and a general fund budget that has ranged from \$34 -- 48 million during past nine years.

- Manage over 50 claims a year and litigation including complex environmental, public works and civil rights cases.
- Prepare reports, opinions, ordinances, resolutions and ballot measures; tax increase resolution and ordinance, mobile home rent control ordinance; and land use moratoria.
- Prepare or review contracts, easements, deeds, leases and model forms; including releases, development agreements, telecommunications leases and pre-annexation community benefit agreement.
- Served on Executive Committee for Municipal Pooling Authority Board (joint risk pool).

City of Pleasanton

Assistant City Attorney

Pleasanton, CA
8/02--12/05

Staffed the Planning Commission and advised staff on a variety of municipal law issues for a general law city of 65,000 residents with approximately 439 FTE and a general fund budget of \$76.8 million (2005).

- Prepared documents for commercial and residential developments, including entitlements, NPDES requirements, conservation easements and subdivision agreements.
- Prepared model contract documents for new Purchasing Procedures Manual.
- Negotiated Golf Course operator agreement involving \$3 million in annual revenues.
- Received City award for Exceptional Performance in 2004.

City of Emeryville/Emeryville Redevelopment Agency
Assistant City Attorney/Assistant Agency Counsel

Emeryville, CA
6/98--7/02

Staffed the Planning Commission, served on the executive team and advised staff on a variety of municipal law issues.

- Negotiated redevelopments agreements, including a mixed-use project consisting of 15,000 sq. ft. of retail, 15,000 sq. ft. of office and 102 residential units.
- Managed \$2 million CEQA archeological mitigation program; negotiated environmental insurance policy; and assisted with the Bay Street redevelopment project that included condemnation and remediation of a paint/pesticide factory and negotiation of a disposition and development agreement for a cinema, commercial and multi-family residential project.
- Represented the City in code enforcement matters and *Pitchess* motions.
- Managed claims and negotiated settlement of large sidewalk accessibility dispute.

Hanson, Bridgett, Marcus, Vlahos & Rudy
Attorney in public agency group

San Francisco, CA
10/90–8/98

- Advised and represented transit districts, water districts and cities on a variety of municipal law issues.
- Drafted contracts, analyzed bids and handled bid protests on public works projects, including \$14 million federally funded ferry procurement.

PROFESSIONAL

- Served as President, Contra Costa City Attorney Association.
- Served on the FPPC Committee and Municipal Law Institute Committees of the League of California Cities – City Attorneys' Department; contributed to the Municipal Law Handbook, and presented at League of California Cities programs.
- Member of the California Bar.

EDUCATION

University of California, Hastings College of the Law

San Francisco, CA

- J.D. 1990. Tony Patiño Fellowship for academic achievement and leadership.
- Executive Articles Editor, Hastings International & Comparative Law Review.

Dartmouth College

Hanover, NH

- A.B. in History cum Laude. Undergraduate Advisor to 22 freshmen.

SELECTED VOLUNTEER ACTIVITIES

- Steering committee for Antioch Unified School District's Law Academy (2008-current)
- Cub Scout leader (2002-2006)
- Board Member of Parkmead Community Association (1998-2003) and Parkmead Parent-Teacher Board (2004-06)
- Jesuit Volunteer Corps in Visalia, California (1986-1987)



RESOLUTION 2015-073

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO APPOINTING LYNN TRACY NERLAND AS CITY ATTORNEY AND APPROVING THE CORRESPONDING EMPLOYMENT AGREEMENT

WHEREAS, Succession Planning & Reorganization for City Departments is an adopted policy item under the FY 2013-15 Council Priority Workplan, updated September 1, 2014; given the retirement of Mr. Brian Libow as City Attorney, adoption of this Resolution will ensure a successor City Attorney is in place; and

WHEREAS, this is not a project as defined by CEQA; and

WHEREAS, from 1990 to 2014, Brian Libow served as City Attorney for the City of San Pablo and when Mr. Libow announced his intent to retire at the end of 2014, the City secured the professional recruitment services of Peckham & McKinney in performing a national search for a City Attorney to replace Mr. Libow; and

WHEREAS, the full Council interviewed the three finalists for this position on March 27, 2015; and

WHEREAS, the Council selected Lynn Tracy Nerland as the preferred candidate for this position; and

WHEREAS, Ms. Nerland's primary area of practice is Public Law and she has been representing municipalities as City Attorney and Assistant City Attorney since 1998; and previous to that she was employed by Hanson, Bridgett, Marcus, Vlahos & Rudy where she served as attorney with the public agency group; and

WHEREAS, she also served as the President of the Contra Costa City Attorney Association and is currently a member of the California State Bar; and

WHEREAS, as directed by the City Council, an Employment Agreement has been prepared and is attached as Exhibit A; and

WHEREAS, below is a list of the major provisions of the agreement:

1. **Employment Start Date:** June 1, 2015; and
2. **Salary:** \$212,000, with COLA's of 2% July 2015 and 2016; and
3. **Evaluations:** Every January; and
4. **Deferred Comp:** City to contribute ½ of maximum, which is currently \$12,000 per year; and
5. **IT Allowance:** \$750 annually; and
6. **Vacation, Sick Leave, and other benefits** – attached in Schedule of Benefits; same as Executive Management; and

I hereby certify that the foregoing is a full, true and correct copy of the original document.

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7. **Term:** 12 months. No severance if terminated for a felony or crime involving the abuse of office or serious violation of the CITY's harassment policy or other CITY regulation. If EMPLOYEE is convicted of a crime involving an abuse of office, then EMPLOYEE shall reimburse CITY for any paid salary leave during the investigation, for funds for the legal criminal defense of EMPLOYEE, and any severance payments; and

WHEREAS, Expense is already budgeted: Funding for the City Attorney's salary and benefits is already included in the current budget-no additional appropriation needed; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Pablo hereby approves the appointment of Mrs. Lynn Tracy Nerland as City Attorney and also approves the corresponding Employment Agreement with attached Schedule of Benefits, described herein.

Adopted this 20th day of April, 2015, by the following vote to wit:

AYES:	COUNCILMEMBERS:	Morris, Valdez and Kinney
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	Calloway and Chao Rothberg
ABSTAIN:	COUNCILMEMBERS:	None

ATTEST:

APPROVED:

/s/ Ted J. Denney
Ted J. Denney, City Clerk

/s/ Rich Kinney
Rich Kinney, Vice Mayor