

AGREEMENT FOR EMPLOYMENT OF NEIL GANG

This Agreement is made and entered into by and between the City of Pinole ("City"), a general law city, and Neil Gang (or "EMPLOYEE"). This Agreement ("Agreement") will become effective as specified herein.

1. Appointment of EMPLOYEE as Interim City Manager

The City Council of the City of Pinole are authorized to negotiate the terms of an agreement with EMPLOYEE for his services through the City Attorney. The City Council and EMPLOYEE have engaged in such negotiations, and EMPLOYEE and the City now desire to agree in writing to the terms and conditions of EMPLOYEE'S employment as Interim City Manager.

2. Term of Agreement

This Agreement will become effective on the date this Agreement is approved by the City Council and executed by the Mayor, or in the Mayor's absence, the Mayor Pro-Tem and EMPLOYEE. This Agreement and EMPLOYEE's employment shall remain in effect for up to one (1) year from the date of such execution, or until a Permanent City Manager is appointed by the City Council, unless terminated in accordance with paragraph 5 herein. If no successor Agreement is entered into to extend EMPLOYEE's employment beyond the one (1) year term, his appointment to Interim City Manager with the City shall end and he shall return to the position of Police Chief at his previous rate of pay. The City shall notify EMPLOYEE at least one (1) month in advance of agreement expiration of intent to extend or not extend agreement.

3. At-Will Employment

EMPLOYEE is an "at will" employee who shall serve at the pleasure of the City Council. Accordingly, the City Council may terminate EMPLOYEE'S employment as Interim City Manager at any time, with or without cause. This provision may not be altered except by a written instrument executed by EMPLOYEE and the City Council, which specifically references this Agreement and section.

4. Duties and Responsibilities

a. EMPLOYEE shall commence his duties as Interim City Manager on October 1, 2023, and will continue for a term of one (1) year through October 1, 2024, or until a Permanent City Manager is appointed by the City Council. EMPLOYEE's duties as Interim City Manager shall be concurrent with his existing duties as the City's Police Chief.

b. EMPLOYEE shall serve as the Interim City Manager for the City subject to the terms and conditions set forth herein. EMPLOYEE shall also perform the functions and duties specified under the laws of the State of California, the Municipal Code of the City; the Ordinances and Resolutions of the City, the job description for the

City Manager position, and such other duties and functions as the City Council may from time-to-time assign.

c. EMPLOYEE agrees to devote his productive time, ability, and attention to the City's business. As an exempt employee, EMPLOYEE shall not receive overtime or extra compensation for work performed outside normal business hours.

5. Termination of Employment as Interim City Manager and Severance

a. EMPLOYEE may terminate this Agreement with or without cause, by giving the City Council thirty (30) days written notice in advance of termination. During the notice period, all the rights and obligations of the parties under this Agreement shall remain in full force and effect.

b. The City Council may terminate this Agreement with or without cause, giving EMPLOYEE thirty (30) days written notice in advance of termination.

6. Compensation:

a. Effective September 30, 2023, EMPLOYEE shall be paid an annual base salary of THREE HUNDRED TEN THOUSAND FOUR HUNDRED TWENTY NINE DOLLARS (\$310,429.00), less all applicable federal, state and local withholding.

b. EMPLOYEE shall receive FOUR HUNDRED FIFTY DOLLARS (\$450.00) monthly for an automobile allowance.

c. EMPLOYEE shall receive employee benefits equal to those provided to the Management and Confidential employee group.

d. EMPLOYEE shall participate in a performance evaluation conducted by the City Council in February 2024.

7. Hours of Work

EMPLOYEE shall work a minimum of forty (40) hours per week on City and Successor Agency business. EMPLOYEE may work a 9/80 or other flexible work schedule, following consultation with the City Council.

8. Indemnification

The City shall provide for the defense of EMPLOYEE in any action or proceeding alleging an act or omission within the scope of EMPLOYEE's employment in accordance with California Government Code sections 825, 995 et seq., and other applicable law. Notwithstanding anything to the contrary in this Agreement, in accordance with California Government Code section 825, subdivision (a), the City reserves the right to not pay any judgment, compromise or settlement subject to that section until it is established that the injury arose out of an act or omission occurring within the scope of EMPLOYEE's

employment pursuant to this Agreement. Further, notwithstanding anything to the contrary in this Agreement, the City reserves the right to refuse to provide for the defense of EMPLOYEE for the reasons set forth in California Government Code section 995.2 or other applicable provisions of law. Any City funds provided for the legal criminal defense of EMPLOYEE shall be fully reimbursed in accordance with California Government Code section 53243.1 if EMPLOYEE is convicted of a crime involving an abuse of his office or position as defined in California Government Code section 53243.4.

9. Notices

Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, first class postage prepaid, addressed as follows:

a. The City:

Mayor of the City of Pinole
2131 Pear Street
Pinole, CA 94564

With a Copy to the:

City Attorney
2131 Pear Street
Pinole, CA 94564

b. Neil Gang:

To the address shown as current in the payroll system

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service.

10. Abuse of Office

Government Code sections 53243, 53243.1, 53243.2, and 53243.3 are incorporated by this reference as if fully set forth herein.

11. Performance Evaluations

The City Council may review and evaluate the performance of EMPLOYEE as needed during the term of this Agreement.

12. Dues and Subscriptions

The City shall pay for the professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in appropriate professional organizations.

13. Professional Development

At the time of the execution of this Agreement, the parties acknowledge that EMPLOYEE is, or will be, a member of various professional and service organizations. In addition, other organizations sponsor and offer short courses, institutes, seminars, and the like, which would be beneficial to EMPLOYEE'S professional development.

EMPLOYEE is permitted, encouraged, and in some instances, required by the City, to attend such meetings, activities, seminars, courses, institutes, and the like, as deemed appropriate by the City Council. EMPLOYEE'S registration, travel, subsistence, and other related expenses shall be paid in advance directly to the vendor or reimbursed to EMPLOYEE consistent with applicable City policy.

14. Miscellaneous

a. The text herein shall constitute the entire agreement between the parties. This Agreement may not be modified, except by written agreement executed by both parties.

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

c. This Agreement shall be governed by the laws of the State of California.

d. This Agreement may be executed in counterparts containing original signatures.

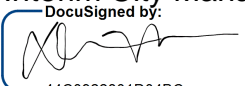
DocuSigned by:

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Neil Gang
Interim City Manager

12/6/2023

DATE

DocuSigned by:

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Devin T. Murphy
Mayor

12/13/2023

DATE

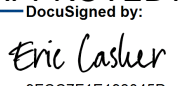
ATTEST:

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Heather Bell, CMC
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

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Eric Casher
City Attorney

DocuSigned by:

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Stacy R. Shell
Human Resources Director