

RESOLUTION NO. 2022-59**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF SAN BERNARDINO, CALIFORNIA,
APPROVING THE EXECUTIVE COMPENSATION AND
BENEFITS PLAN**

WHEREAS, on February 9, 2022, the Board of the San Bernardino Confidential and Management Association (SBCMA) met and conferred with the City and reached an agreement to separate the Executive Team from the SBCMA.

WHEREAS, it is necessary to codify the compensation and benefits provided to the City's Executives an unrepresented group of employees of the City of San Bernardino; and

WHEREAS, services provided by Executives shall be subject to the terms and conditions as set forth herein.

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
SAN BERNARDINO AS FOLLOWS:**

SECTION 1. The City Council of the City of San Bernardino (City) hereby adopts a compensation and benefits plan for Executive employees an unrepresented at-will group as follows:

1. **Terms.** The term of this Resolution extends through June 30, 2025.
2. **Confidential Management Association Compensation and Benefits Plan.** Resolution No. 2021-269 is hereby amended to exclude the Executive positions noted below from the SBCMA Compensation and Benefits Plan.
3. **At-will/Unclassified (U).** In accordance with Chapter 2.040.030 of the San Bernardino Municipal Code, Executive employees are not included in the classified service of the City and shall serve at the will and pleasure of the City Manager. They may be appointed, controlled, ordered and directed by the City Manager in any manner which is in compliance with applicable law, and may be disciplined or removed from city employment by the City Manager without proof of cause or other justification and without the right of appeal.
4. **Classifications**
The following classifications are recognized as at-will unclassified (U) Executives:
 - Assistant City Manager (U)
 - Chief of Police (U)
 - Director of Animal Services (U)
 - Director of Community & Economic Development (U)
 - Director of Finance (U)

- Director of Human Resources (U)
 - Director of Information Technology (U)
 - Director of Parks, Recreation, and Community Services (U)
 - Director of Public Works (U)
5. **Compensation.** At present Executives are compensated in accordance with the City-wide Salary Schedule adopted by Resolution No. 2022-30. Effective the first pay period following July 1, 2022, July 1, 2023, and July 1, 2024, the salary ranges for Executives shall be increased by two and seven tenths percent (2.7%) to reflect a cost-of-living adjustment (COLA). All salary ranges for Executives shall be amended by the Mayor and City Council in accordance with this provision.
6. **Public Safety Executive.** The City Manager is authorized to enter into an employment agreement with the Chief of Police with terms that differ from other Executives to provide for up to the following: 1) A compensation range for the Chief of Police salary with a maximum annual compensation step of three hundred twenty-five thousand dollars (\$325,000.00); 2) The maximum compensation step shall be adjusted to reflect the cost-of-living adjustments payable in the same manner and time as the other Executive Management employees as noted in the Compensation section above; 3) An incentive of eight hundred dollars (\$800) per month for possessing of a POST Executive Certificate and an annual uniform allowance of nine hundred fifty dollars (\$950) at the completion of each full-service year; 4) A city-owned vehicle and fuel; 5) In lieu of the Administrative Leave provided to other Executives under the Administrative Leave section below, the Chief of Police shall receive one hundred (100) hours of Administrative Leave advanced at the time of hire, which has no cash value and shall not be paid out at any time; 6) The cash value of nine (9) months of base salary with one (1) additional month for each full year of service beyond three years, not to exceed twelve (12) months (this severance payment shall be subject to all the restrictions set forth in Section 20 of this Resolution); and 7) Chief of Police may not be terminated without cause within ninety (90) days following the certification of a City election in which a new Mayor or any new Council Member is elected or within ninety (90) days following the appointment of a new City Manager (whether acting, interim, or permanent).
7. **Higher Acting Pay.** An Executive may temporarily perform in the capacity of City Manager, Assistant City Manager, or assume the role of another Executive position while performing the duties of their current position. An employee temporarily acting in a higher classification during periods of absence of the incumbent or during a vacancy in the position for more than ten (10) consecutive days shall receive the bottom step of the higher classification or 5% above their current base pay, whichever is greater. In no event shall the base pay salary exceed the top step of the classification in which the Executive is acting. This does not apply to a situation in which there is no higher-level position for which funds have been appropriated.

8. **Insurance (Medical, Dental & Vision)**. Effective the first pay period of the following month upon hire, the City will contribute: a) \$1,125.00 per month towards the purchase of health care benefits for Employee Only; b) \$1,289.00 per month towards the purchase of health care benefits for Employee Plus One Dependent; and c) \$1,724.00 per month towards the purchase of health care benefits for Employee Plus Two or More Dependents. For the term of this agreement only, health contributions shall be benchmarked at the Kaiser rates.

The City's contributions for health care benefits are available to Executives for the purchase of medical, dental, vision, life and accidental death and dismemberments through City selected plans. The amount of the City's contributions is based upon the "medical" enrollment category, i.e., Employee Only, Employee Plus One or Employee Plus Two or More Dependents. For example, if an employee elects "employee only" medical coverage, then the "employee only" allowance will be contributed. Any City contributions not used by an employee for health benefits will revert to the City; however, if an employee selects a medical plan (Employee Only, Employee Plus One or Employee Plus Two or More Dependents), any additional contributions beyond the amounts identified above, may be contributed toward additional life insurance or a City-provided deferred compensation plan.

Health Insurance Waiver Stipend: Any employee who chooses not to enroll in any health care plan offered by the City, must provide evidence of group health care insurance coverage and execute a Waiver of Benefits and Release Agreement, releasing the City from any responsibility or liability to provide health care insurance coverage on an annual basis. Employees participating in this option are required to waive all medical, dental and vision coverage provided by the City. Employees who do not enroll in a City health care plan during open enrollment for calendar year 2021 and execute the forms above, shall receive a stipend of \$3,500.00 on the first pay period in December. Employees who do not enroll in a City health care plan during open enrollment for calendar year 2022 and execute the forms above, shall receive a stipend of \$4,000.00 on the first pay period in December 2022. Employees participating in this option are required to waive all medical, dental and vision coverage provided by the City.

9. **Life and Accidental Death & Dismemberment (AD&D) Insurance.** The City shall provide Term Life and Accidental Death & Dismemberment Insurance of one time the employees' annual salary.
10. **Holidays.** Executives shall be entitled to twelve (12) City-designated holidays, the equivalent of one hundred twenty-six (126) holiday hours each year for those Executives working a 5/8 or 9/80 work schedule and one hundred thirty-eight (138) holiday hours each year for those Executives working on a 4/10 work schedule. On January 1st of each year that this Resolution is in effect, all Executives will receive an additional eighteen (18) hours of holiday leave ("Floating Holidays"). Executives working a 5/8 or 9/80 work schedule may only carry over 126 hours per fiscal year; Executives working a 4/10 work schedule

may only carry over 138 hours per fiscal year. On June 30th any holiday bank hours exceeding 126 or 138 hours will be eligible for sellback. On or about November 30th of each calendar year, the City Manager shall determine, and the Human Resources Director will distribute, the schedule of specific days that the twelve designated holidays will be observed for the next calendar year. At the time of separation from employment, Executives will receive a payout of 100% for all accrued but unused post-petition holiday pay.

11. **Jury Duty.** The City will pay for all working days in a calendar year of a covered employee who is required to serve on jury duty.
12. **Administrative Leave.** Upon hire and on July 1st of each fiscal year that this Resolution is in effect, Executive employees shall receive eighty (80) hours of Administrative Leave. On June 30th of each year, any unused Administrative Leave up to twenty (20) hours will be automatically carried over to the following fiscal year. Additional administrative leave may be granted at any time during a fiscal year, up to a maximum of twenty (20) hours, with a request in writing, including justification, recommended by the City Manager. Any Administrative Leave has no cash value and shall not be paid out at any time.
13. **Sick and Vacation Hours Upon Hire.** To attract highly qualified and experienced level staff, Executives hired on or after the adoption of this resolution, shall receive upon commencement of employment one hundred twenty (120) hours of Vacation and eighty (80) hours of Sick Leave.
14. **Vacation Leave.**
 - a. Executives hired before the adoption of this resolution shall accrue eighty (80) hours of paid vacation upon the first day of the second year of continuous full-time employment with the City of San Bernardino. Thereafter, vacation shall accrue each pay period prorated according to the number of days or shifts per year in the following chart:

Completed Years of Continuous Service	Rate of Accrual Per Pay Period	Equivalent Hours Per Year
1 Year**	3.0769 hours	80 hours
5 Years	4.6153hours	120 hours
15 Years	6.1538 hours	160 hours
20 Years	7.6923 hours	200 hours

**No vacation shall be granted if service is less than one (1) year.

Vacation credits may accrue and accumulate for a maximum of two (2) years' total accumulated vacation credits on a carry-over basis from year to year: 1) 1 through 5 years

of service = 160 hours; 2) 6 through 15 years of service = 240 hours; 3) 16 through the completion of 20 years of service = 320 hours; and, 4) 21 or more years of service = 400 hours. Once the cap has been reached, a bargaining unit member may not accrue any additional hours until the employee's accrued leave is below the cap.

In the event an employee works less than fifty percent (50%) of the total normal work hours in a pay period, he/she shall not be credited with any vacation leave for such pay period. Approved vacation, sick, holiday, and administrative leave shall be considered as time worked for this item only.

When an employee resigns or otherwise leaves the service of the City, payment shall be made to the employee for the earned portion of his/her post-petition vacation hours on the basis of the hourly rate of pay being received by the employee on the date of separation.

Vacation Sell Back. Executives may sell back up to forty (40) hours of post-petition vacation time per year providing the following conditions have been met:

1. Employees must have a minimum of one hundred twenty (120) hours remaining in their vacation balance after the sell back occurs;
2. Employees must have taken at least forty (40) cumulative hours of vacation during the past year prior to the sell back of hours;
3. Employees must complete a sell back form, which must include the signature of the City Manager's approval of the sell back;
4. Forms must be submitted to the Finance Department on or before November 1st each year this Resolution is in effect; and,

Payment for vacation sell back hours will be paid (using the current Council approved salary rates in the Salary Resolution) on the employee's first paycheck in December each year.

b. Executives hired on or after the adoption of this resolution, shall accrue one hundred twenty (120) hours of paid vacation upon the first day of the second year of continuous full-time employment with the City of San Bernardino. Thereafter, vacation shall accrue each pay period prorated according to the number of days or shifts per year in the following chart:

Completed Years of Continuous Service	Rate of Accrual Per Pay Period	Equivalent Hours Per Year
1 Year**	4.615 hours	120 hours

5 Years	5.769 hours	150 hours
10 Years+	7.307 hours	190 hours

**No vacation shall be granted if service is less than one (1) year.

Vacation credits may accrue and accumulate for a maximum of 540 hours. Once the cap has been reached, Executives may not accrue any additional hours until their accrued leave is below the cap.

In the event an employee works less than fifty percent (50%) of the total normal work hours in a pay period, he/she shall not be credited with any vacation leave for such pay period. Approved vacation, sick, holiday, and administrative leave shall be considered as time worked for this item only.

When an employee resigns or otherwise leaves the service of the City, payment shall be made to the employee for the earned portion of his/her post-petition vacation hours on the basis of the hourly rate of pay being received by the employee on the date of separation.

Vacation Sell Back. Executives may sell back up to eighty (80) hours of post-petition vacation time per year providing the following conditions have been met:

1. Employees must have a minimum of one hundred twenty (120) hours remaining in their vacation balance after the sell back occurs;
2. Employees must complete a sell back form, which must include the signature of the City Manager’s approval of the sell back;
3. Forms must be submitted to the Finance Department on or before November 1st each year this Resolution is in effect; and,

Payment for vacation sell back hours will be paid (using the current Council approved salary rates in the Salary Resolution) on the employee’s first paycheck in December each year.

11. **Executive Leave.** To attract and retain highly qualified and experienced level employees, Executives hired on after the adoption of this resolution, shall accrue Executive Leave at the rate of 8.46 hours per pay period (220 hours or 5.5 weeks annually). Upon completion of three years continuous service, Executive Leave is eligible for sellback. Amounts in excess of 660 hours may be cashed in at 30% of value with the remaining 70% value to a 457 (b) plan, 401 (a) plan, Retiree Health Plan, or if such Plan is not available to an account of the Executives choice. Maximum accrual shall not exceed a total of 880 hours.

Upon completion of three years of continuous service and assuming proper notice is given in accordance with the Voluntary Separation of City Service Section or if an Executive is terminated without cause in accordance with Termination/Severance Section, the Executive shall be eligible to cash out the Executive Leave bank in its entirety subject to the 70% restriction for amounts in excess of 660 hours to be placed in a tax-deferred account.

15. **Sick Leave.**

a. Executives who are covered by this Resolution shall accrue paid sick leave at a rate of ninety-six (96) hours per year, 3.6923 hours per pay period. Such paid sick leave may be used for employee or family illness or for medical reasons or other reasons provided under the City's Paid Sick Leave Policy (AB 1522), adopted by the Mayor and City Council on June 18, 2015 by Resolution 2015-116. Employees may only accrue a maximum of 1040 hours of sick leave at any time.

b. In the event an employee works less than fifty percent (50%) of the total normal work hours in the pay period, he/she shall not be credited with any sick leave for such pay period. Approved vacation, sick leave, holiday, or administrative leave shall be considered as time worked for the purpose of computing sick leave benefits only. Whenever an employee uses all allowable sick leave, further absences may be charged against accrued vacation or with department head approval, the employee may take loss of pay rather than vacation.

c. Sick leave means the absence from duty of an employee because of illness or injury, exposure to contagious disease, attendance upon a member of his/her immediate family who is seriously ill and requires the care of or attendance of an employee, or death in the immediate family of the employee. Immediate family means: husband, wife, grandmother, grandfather, mother, father, sister, brother, son or daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law, stepmother, stepfather, or domestic partner.

d. Upon the City Manager's request, an employee must provide a physician's statement to justify sick leave usage of five (5) consecutive days or longer. Employees suspected of abuse of excessive use of sick leave may also be required to furnish a written statement from their health care provider supporting the use of sick leave and/or the ability to return to work.

e. No absence due to illness or injury in excess of five (5) working days shall be approved except after the presentation of satisfactory evidence of illness or injury; namely a certificate from a practicing physician or an authorized practicing chiropractor approved by the City Manager or his/her designee. The City Manager or his/her designee shall have the power to require that any person claiming the sick leave benefits of this resolution be examined at any reasonable time or intervals by the City's designated physician, and in the event of an adverse report to reject such claim for sick leave, in whole

or in part, and to terminate sick leave compensation. In the event of the refusal of any person to submit to such examination after notification, the City Manager or his/her designees may terminate sick leave compensation and reject any claim thereof. The City Manager or his/her designee shall have the right to require the presentation of a certificate.

f. At the time of separation, any employee having six (6) or more years of service, may cash out unused post-petition sick leave as follows: 1) 288 hours or less, no cash out; 2) 289-479 hours = 20% of the total accrued hours; 3) 480-959 hours = 25% of the total accrued hours; and, 4) 960 or more accrued hours = 35%.

16. **CalPERS Retirement.** Executives are provided retirement benefits under the California Public Employees' Retirement System (CalPERS) as follows:

Non-Safety Employees:

- Tier I:** Employees hired on or before October 3, 2011 shall receive a 2.7% @ 55 retirement benefit;
- Tier II:** CalPERS "Classic Members" hired on or after October 4, 2011 shall receive a 2% @ 55 retirement benefit;
- Tier III:** CalPERS "New Members" hired on or after January 1, 2013 shall receive a 2% @ 62 retirement benefit in accordance with the Public Employees' Pension Reform Act of 2013 (PEPRA).

Employee Share. Effective 2/1/2013, all Tier I and Tier II employees shall pay the employee's share of the retirement contribution, either 8% for the 2.7@ 55 formula or 7% for the 2%@ 55 formula. Effective 1/1/2013, Tier III employees shall pay the employee contribution required by the PEPRA, calculated at 50% of the normal cost.

Employer Share. Effective 2/1/2013, all employees shall contribute 9.304% (either 1.304% or 2.304% depending on whether the employee rate is 8% or 7%) of their salary toward the employer cost of retirement in accordance with Section 20516 of the California Government Code.

The City will pay the employer contribution for the Fourth Level 1959 Survivor Benefit.

For Tier I and II employees, the final compensation retirement calculation shall be based upon their single highest year of compensation earnable as provided under Section 20042 of the California Government Code. The compensation earnable period for Tier III PEPRA employees will be three years.

PEPRA laws and regulations shall govern a determination of whether employees are hired as “new members” or “classic or legacy” members.

Safety Employees:

- Tier I:** Employees hired prior to September 1, 2011 shall receive a 3% @ 50 retirement benefit;
- Tier II:** CalPERS “Classic Members” hired on or after September 1, 2011 shall receive a 3% @ 55 retirement benefit;
- Tier III:** CalPERS “New Members” hired between January 1, 2013 and December 31, 2015 shall receive a 2.7% @ 57 retirement benefit in accordance with the Public Employees’ Pension Reform Act of 2013 (PEPRA);
- Tier IV:** CalPERS “New Members” hired on or after January 1, 2016 shall receive a 2.5% @ 57 retirement benefit in accordance with PEPRA.

Contributions/Cost Sharing. Classic employees as defined under CalPERS law shall contribute 12% (9% employee share and 3% employer share). PEPRA employees shall contribute 50% of the normal cost as defined under the Act.

17. **Personnel Rules.** Executives shall be subject to the City’s Personnel Rules unless such provisions conflict with at-will status.
18. **Wellness Benefit.** Executives are eligible to receive a taxable wellness/physical benefit of \$250.00/year during each calendar year that this Resolution is in effect. This amount does not roll over to the next calendar year and any amounts not used by December 31st shall be forfeited. Employees have until March 31st of the following calendar year to turn in receipts from the prior year. All reimbursement requests shall be made on forms provided by the Human Resources Department. Expenditures must follow the guidelines provided in Exhibit B to this Resolution.
19. **Performance Evaluations.** Performance evaluations and any corresponding merit pay increases will be administered through the provisions of the City’s Department Director Letter (DDL) No. 66, as may be amended.
20. **Department Head Allowance.** An Executives may be reimbursed up to fifty dollars (\$50) per month to cover work related employee events such as lunches, department celebrations, employee recognitions, and other events and functions. The allowance shall not accumulate from month to month. Requests for reimbursement shall be submitted to the Finance Department on prescribed forms.

21. **Bankruptcy Provisions/Release of Claims/Pre-Petition Leave Balances.** Section 9 of Resolution No. 2015-242 *Pre-Petition Leave Balances* and Appendix A to Resolution No. 2015-242 *Bankruptcy Provisions and Release of Claims* shall continue to be in effect and are incorporated herein to this Resolution.
22. **Termination/Severance.** For Executives hired on or after the adoption of this resolution, if the City Manager desires to terminate employment without cause, during which time the Executive is willing and able to perform the functions and duties set forth in the respective Job Classification, then the City Manager agrees to provide Executive with severance pay representing six (6) months' base salary or the monthly base salary multiplied by the number of months remaining on Executive's term of employment, whichever is less. This severance payment shall be the only form of severance available to such executives. Receipt of any severance payment is conditioned upon the Executive executing a release and waive of any and all potential claims against the City in a form similar to the release contained in Exhibit 'A'.
23. **Separation for Cause.** As "at will" employees, nothing within this resolution can be construed to create a property interest in the respective positions. Executives hired on after the adoption of this resolution will be disqualified from receiving Severance Pay if: (1) Executive refuses or fails to act in accordance with any specific direction or lawful order of the City Manager; (2) Executive commits an illegal act; or (3) Executive commits an act involving moral turpitude.
24. **Voluntary Separation of City Service.** Executives hired on or after the adoption of this resolution may voluntarily resign from their positions after: (1) Giving the City Manager at least thirty (30) days written notice prior to the effective date of such resignation; or (2) Executives shall provide at least ninety (90) days written notice prior to the effective date of resignation to qualify for any portion of the Executive Leave at separation from City service; and (3) In the event of resignation, the Executive shall not be entitled to any Severance Pay. Executives hired before the adoption of this resolution may voluntarily resign by following the procedure established in the City's Personnel Rules.
25. **Cellular Phone.** The City shall provide Executives with a cellular phone for City business. All data and information stored on the phone, including but not limited to records of calls made and received, voice mail messages, and text message may be considered public records pursuant to the California Public Records Act.
26. **Indemnification.** Executives hired on or after the adoption of this resolution, the City shall defend, hold harmless and indemnify Executive against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of City Manager's duties or resulting from the exercise of his judgment or discretion in connection with the performance of their respective duties, unless the act or omission involved unlawful conduct. The City shall not

unreasonably refuse to provide for legal representation at City's expense. Legal representation, provided by the City, shall extend until a final determination of the legal action including any and all losses, damages, judgment, interests, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by such Executive in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Executive's duties.

The City agrees to pay all reasonable litigation expenses of City Manager throughout pendency of any City-related litigation to which the Executive is a party, witness or advisor to the City. Such expense payments shall continue beyond Executive's employment with the City as long as litigation is pending. Post-employment, City agrees to pay Executive for reasonable consulting fees, travel expenses and other costs, when City Manager serves as a witness, advisor or consultant to City regarding pending litigation.

SECTION 2. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 3. The wages, hours and working conditions for Executive employees, as incorporated in the Compensation and Benefits Plan is hereby approved through June 30, 2025.

SECTION 4. The City Manager is authorized to implement the terms and conditions of the resolution for Executive employees and enter into an employment agreement with the Chief of Police subject to the terms and conditions set forth herein.

SECTION 5. The Mayor and City Council finds this Resolution is not subject to the California Environmental Quality Act (CEQA) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty, as in this case, that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 6. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

SECTION 7. Effective Date. This Resolution shall become effective immediately.

APPROVED and **ADOPTED** by the City Council and signed by the Mayor and attested by the City Clerk this 16th day of March 2022.



John Valdivia, Mayor
City of San Bernardino

Attest:



Genoveva Rocha, CMC, City Clerk

Approved as to form:

PP.



Sonia Carvalho, City Attorney

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF SAN BERNARDINO)

I, Genoveva Rocha, CMC, City Clerk, hereby certify that the attached is a true copy of Resolution No. 2022-59, adopted at a regular meeting held on the 16th day of March 2022 by the following vote:

<u>Council Members:</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
SANCHEZ	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
IBARRA	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
FIGUEROA	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
SHORETT	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
REYNOSO	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
CALVIN	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
ALEXANDER	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

WITNESS my hand and official seal of the City of San Bernardino this 17th day of March 2022.



Genoveva Rocha, CMC, City Clerk

Exhibit "A"

GENERAL WAIVER AND RELEASE.

I, the undersigned, do hereby acknowledge and attest that I have read and understood my Executive Agreement with the City of San Bernardino and hereby agree that by accepting Severance Pay, I agree to waive all rights to further claims, remedies, or legal action against the City of San Bernardino its officers and employees.

In exchange for receipt of the Severance Pay, and all other salary and benefits owing, I and my representatives, heirs, successors, and assigns do hereby completely release and forever discharge the City of San Bernardino and its related entities and their present and former officers, directors, council members, agents, employees, attorneys, and successors (collectively, "Release Parties") from all claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character, known and unknown, mature or unmatured, which I may have now or in the future arising from any act or omission or condition occurring on or prior to the date this General Waiver and Release is signed whether based on tort, contract (express or implied), or any federal, state, or local law, statute, or regulations (collectively, the "Released Claims"). Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, bonuses, sick leave, vacation pay, life or health insurance, or any other fringe benefit. This General Waiver and Release specifically releases and waives any and all claims arising out of my employment and separation from employment with the City of San Bernardino, including but not limited to claims arising under the California Family Rights Act ("CFRA"), the California Constitution, federal Title VII of the Civil Rights Act of 1964, as amended, the federal Age Discrimination in Employment Act ("ADEA"), the federal Equal Pay Act ("EPA"), the federal Americans with Disabilities Act ("ADA"), the federal Fair Labor Standards Act ("FLSA"), the federal Family and Medical Leave Act ("FMLA"), tort and contract claims, privacy claims, and any other applicable local, state, federal or other laws that may apply.

I knowingly and voluntarily waive any and all rights or benefits that I may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

I acknowledge that I have read and understand this waiver and voluntarily and knowingly am waiving rights under Section 1542 to pursue unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of any kind that may have materially affected this General Waiver and Release.

Unless otherwise required by law, I shall not file any claim, sue or initiate an action against any Released Party or participate in any compliance review, action, or proceeding, individually or as a

member of a class, under any contract (express or implied), or any local, state, federal law, state, or regulation pertaining in any manner to the Released Claims.

By signing this Agreement, I certify that Executive has read all of this Agreement, understands its terms and conditions, and knowingly and voluntarily consents to such terms. Employee acknowledges that the Company has advised Executive in writing to consult with an attorney before signing this Agreement. Employee certifies that Employee has been given at least twenty-one (21) days to consider this Agreement, and that Employee's signature below indicates either that Employee has taken twenty-one (21) days to consider this Agreement or has knowingly and voluntarily waived some or all of this consideration period. In addition, Employee has seven (7) days from the date of signing this Agreement to revoke the Agreement, after which the Agreement will become final and binding (which shall be deemed the "Effective Date" of this Agreement). If Employee does not execute and return this Agreement upon expiration of the twenty-one (21) day period, the Agreement and any severance payment offer it contains shall be deemed rescinded and no longer offered to Employee.

Approved and Agreed to by:

City Manager

Date:

City of San Bernardino

Date:

Exhibit "B"

Wellness/Fitness Benefits Table (All Require Pre-Approval for Reimbursement)

Benefit	Description	Notes
Health club memberships to pursue or maintain personal health and physical fitness	Offsite health clubs Physical fitness/exercise classes	Locations within San Bernardino County or county of residence
Recreational classes, sport lessons, nutrition	Includes personal training and entire individual coaching	Fees for individual employee Fee for team or family members excluded
Entry, registration, participation and league fees	Includes fees for participation in group, team or league sporting activities	Fees for individual employee participating on a team only Fee for entire team or family members excluded
Physical fitness products and equipment	For use outside the workplace	Reimbursement based on <i>current</i> accrued balance No advance on excess costs
Weight reduction programs to improve general health or as treatment for a specific disease	Exercise programs Diet management programs Stress reduction programs	Excludes food, food preparation equipment and food and nutritional supplements, medications and residential dietary/weight loss programs
Smoking cessation programs	Smoking cessation programs Patches Stress reduction programs	Coverage is for programs not covered or offered by your health plan. No electronic cigarettes or similar options
Health and wellness promotion and education	Classes and educational programs with primary focus to improve health and wellness Wellness workshops, on-line training; includes meditation, massage and acupuncture	Classes and educational programs may include family members if attending with employee; family members excluded from fees for services (massage, acupuncture, etc.)