

**RESOLUTION NO. 2017-068**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK  
APPROVING THE SECOND AMENDMENT TO THE 2014 EMPLOYMENT  
AGREEMENT BETWEEN THE CITY OF ROHNERT PARK AND BRIAN  
MASTERSON FOR PUBLIC SAFETY DIRECTOR SERVICES**

**WHEREAS**, on April 1, 2014, City entered into the 2014 Employment Agreement with Brian Masterson ("Employment Agreement") to retain his services as the Public Safety Director;

**WHEREAS**, on March 28, 2017 the City entered into a First Amendment to the Employment Agreement with Brian Masterson to modify the term of the Employment Agreement;

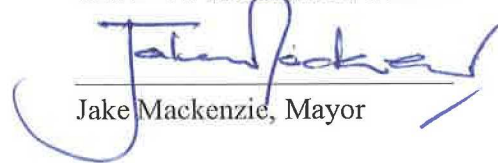
**WHEREAS**, the City and Brian Masterson desire to further amend the Employment Agreement to modify the terms and conditions of Brian Masterson's employment as Public Safety Director;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Rohnert Park hereby approves the Second Amendment to Employment Agreement between the City of Rohnert Park and Brian Masterson for Public Safety Director Services in substantially the same form attached hereto as Exhibit "A," which is incorporated herein by this reference.

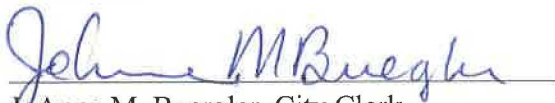
**BE IT FURTHER RESOLVED**, that the City Manager is authorized and directed to execute same for and on behalf of the City of Rohnert Park.

**DULY AND REGULARLY ADOPTED** by the City Council of the City of Rohnert Park this 23<sup>rd</sup> day of May, 2017.

**CITY OF ROHNERT PARK**

  
Jake Mackenzie, Mayor

**ATTEST:**

  
Anne M. Buegler, City Clerk

Attachment: Exhibit A

AHANOTU: Aye BELFORTE: Aye CALLINAN: Aye STAFFORD: Aye MACKENZIE: Aye

AYES: ( 5 ) NOES: ( 0 ) ABSENT: ( 0 ) ABSTAIN: ( 0 )

## **EXHIBIT A**

### **SECOND AMENDMENT TO 2014 EMPLOYMENT AGREEMENT**

#### **Between CITY OF ROHNERT PARK AND BRAIN MASTERSON**

##### **1. PARTIES AND EFFECTIVE DATE**

The parties to this Second Amendment to 2014 Employment Agreement ("Second Amendment") are the City of Rohnert Park ("City") and Brain Masterson ("Employee"). The effective date of this Second Amendment shall be April 30, 2017.

##### **2. PURPOSE**

The parties have previously entered into a 2014 Employment Agreement between City of Rohnert Park and Brain Masterson ("Employment Agreement") effective as of April 1, 2014. On March 28, 2017 the City Council approved a First Amendment to the 2014 Employment Agreement. The 2014 Employment Agreement as amended by the First Amendment to the Employment Agreement shall be referred to as the "Amended Employment Agreement." The City and Employee hereby desire to amend the Amended Employment Agreement as set forth below.

##### **3. AMENDMENT SECTION 3**

(a) Section 3(d)(1) of the Amended Employment Agreement is hereby modified in its entirety to read as follows:

##### **3. RESIGNATION AND TERMINATION.**

###### **(d) Severance Benefits**

- (1) In the event Employee is terminated from employment without cause while still willing and able to perform his duties under this Agreement, then City agrees to pay Employee a lump sum cash payment equal to six (6) months of his base monthly compensation. All payments required under this Section 3(d)(1) are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260. In addition, City shall extend to Employee the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Act of 1986 (COBRA).

(b) The following shall be added as Section 3(e) to the Amended Employment Agreement:

### 3. RESIGNATION AND TERMINATION.

#### (e) Reimbursement to the City

- (1) If this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position as defined by Government Code section 53243.4.
- (2) If any express or implied provision of this Agreement, the Municipal Code of the City, or any policy or practice of the City provide paid leave salary to Employee pending an investigation, said paid leave salary shall be fully reimbursed by the Employee to the City if Employee is convicted of a crime involving an abuse of his office or position as defined by Government Code section 53243.4.
- (3) If any express or implied provision of this Agreement, the Municipal Code of the City, or any policy or practice of the City provide for payment of funds for the legal criminal defense of Employee, said funds paid for his legal defense shall be fully reimbursed by Employee to the City if Employee is convicted of a crime involving an abuse of his office or position as defined by Government Code section 53243.4.

### 4. AMENDMENT SECTION 4

- (a) Section 4.A (1) (a) of the Amended Employment Agreement is deleted in its entirety and the remaining sections are re-numbered.
- (b) Section 4.A (1) (b) of the Amended Agreement is hereby modified in its entirety to read as follows:

### 4. COMPENSATION

- (a) Employee shall be entitled to the following salary adjustments: \$180,781.61 base salary (which represents a 5.5% increase from the previous year) effective April 30, 2017; \$185,301.15 base salary (which represents a 2.5% increase from the previous year) effective the first day of the first pay period which includes July 1, 2018; \$189,933.68 base salary (which represents a 2.5% increase from the previous year) effective the first day of the first pay period which includes July 1, 2019; \$195,631.69 base salary (which represents a 3.0% increase from

the previous year) effective the first day of the first pay period which includes July 1, 2020.

(c) The following shall be added as Section 4(i) to the Amended Employment Agreement:

- (i) The City will provide a Uniform Maintenance Allowance of \$1,080 per calendar year. The Uniform Maintenance Allowance shall be paid monthly, and the City will comply with CalPERS' requirements for reporting these allowances. Under current CalPERS regulations, uniform allowances are to be reported to CalPERS only for Classic members. The uniform maintenance allowances shall be prorated for the 2017 calendar year to reflect the effective date of the increase to the allowance provided by this section.

## **5. GENERAL PROVISIONS**

A. This Second Amendment consists of pages 1 through 4 inclusive and constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the terms discussed in this Second Amendment.

B. Except as specifically modified herein, all remaining terms and obligations set forth in the Amended Employment Agreement between the City of Rohnert Park and Employee shall remain in full force and effect.

CITY OF ROHNERT PARK

By: \_\_\_\_\_  
Jake Mackenzie, Mayor

Dated: \_\_\_\_\_  
Per Reso. No. 2017-\_\_ adopted \_\_\_\_\_.

EMPLOYEE

By: \_\_\_\_\_  
Brain Masterson

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michelle Marchetta Kenyon  
City Attorney

Attest:

By: \_\_\_\_\_  
City Clerk