

Resolution No. 2010-030 N.C.S.
of the City of Petaluma, California

**APPROVING THIRD AMENDMENT TO THE AGREEMENT
FOR EMPLOYMENT OF CITY CLERK
AND AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT**

WHEREAS, the City and City Clerk Claire Cooper entered into an Agreement for Employment of City Clerk ("Agreement") dated June 6, 2005; and,

WHEREAS, the City and City Clerk Claire Cooper executed a first amendment to the Agreement on June 4, 2007, and subsequently executed a second amendment to the Agreement, which amendment also had an effective date of June 4, 2007; and,

WHEREAS, the City of Petaluma continues to face financial shortfalls and impending layoffs, and in response to such challenging and difficult financial and economic conditions, all City of Petaluma employees have agreed to reduce their pay by 3.1% for an eighteen (18) month period effective December 28, 2009 and through June 26, 2011 to reduce the City's operating costs during FY 2009-2010 and FY 2010-2011, and have accepted terms and incentives for doing so; and,

WHEREAS, City Clerk Claire Cooper wishes to participate in the 3.1% pay reduction under the same terms and conditions and with the same incentives as other City employees; and

WHEREAS, the City Council desires to accept and agree to City Clerk Claire Cooper's voluntary 3.1% reduction in annual salary effective December 28, 2009 and through June 26, 2011; and

WHEREAS, the City Council and City Clerk Claire Cooper agree to the terms of employment, compensation, and benefits relating to the position of City Clerk set forth in the Third Amendment to the Agreement for Employment of City Clerk attached to this resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Petaluma as follows:

1. The Third Amendment to the Agreement for Employment of City Clerk, which is attached to and made a part of this resolution as Exhibit A, is hereby approved.

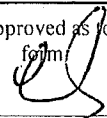
2. The Mayor is hereby authorized and directed to execute on behalf of the City the Third Amendment to the Agreement for Employment of City Clerk attached to and made a part of this resolution as Exhibit A.

Under the power and authority conferred upon this Council by the Charter of said City.

REFERENCE:

I hereby certify the foregoing Resolution was introduced and adopted by the Council of the City of Petaluma at a Regular meeting on the 1st day of March, 2010, by the following vote:

Approved as to
form



City Attorney

AYES:

Barrett, Vice Mayor Glass, Healy, Rabbitt, Renée, Mayor Torliatt

NOES:

None

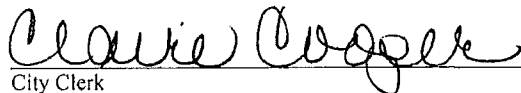
ABSENT:

Harris

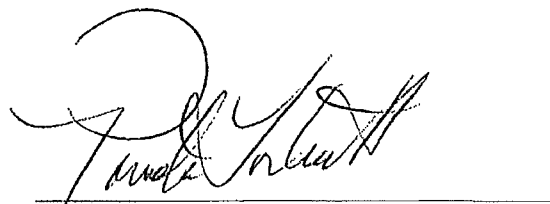
ABSTAIN:

None

ATTEST:



City Clerk



Mayor

Third Amendment to
Agreement for Employment of City Clerk

WHEREAS, the City of Petaluma ("City") and City Clerk ("Employee") entered into an AGREEMENT FOR EMPLOYMENT OF CITY CLERK as of June 6, 2005 ("Agreement"), and later executed a first amendment to the Agreement on June 4, 2007 and subsequently executed a third amendment to the Agreement, which third amendment also had an effective date of June 4, 2007; and

WHEREAS, the City of Petaluma continues to face financial shortfalls and impending layoffs, and in response to such challenging and difficult financial and economic conditions, all City of Petaluma employees have agreed to reduce their pay by 3.1 % for an eighteen (18) month period effective December 28, 2009 and through June 26, 2011 to reduce the CITY's operating costs during FY-2009-2010 and FY 2010-2011, and have accepted terms and incentives for doing so; and

WHEREAS, Employee wishes to participate in the 3.1% salary reduction/leave program under the same terms and conditions and with the same incentives as other City employees; and

WHEREAS, the City Council desires to accept and agree to amendments to the terms of the Agreement to implement the agreement between City and Employee concerning such pay reduction and incentives;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that effective December 28, 2009:

1. The AGREEMENT FOR EMPLOYMENT OF CITY CLERK dated June 6, 2005 ("Agreement"), as amended by the first and second amendments to the Agreement, is hereby amended by this third amendment ("Amendment") to the Agreement in accordance with the following.
 - a. Provision 4 of the Agreement is amended to reduce the total annual compensation of \$91,915 by 3.1% and to substitute \$89,066 as the temporary new total annual compensation effective December 28, 2009 through June 26, 2011. Effective June 27, 2011, the temporary total annual compensation pursuant to this Amendment shall expire, and the total annual compensation shall be restored to the total annual compensation in effect December 27, 2009 or the then current total annual compensation, whichever is greater.
 - b. A new provision 7(b)(1) of the Agreement is added to read: "Employee shall be granted 48 hours paid special leave effective June 27, 2011."

Such special leave must be taken by December 22, 2013. Special leave not used by December 22, 2013 will cease to exist on December 23, 2013 and will have no cash value.

- c. A new provision 7(b)(2) of the Agreement is added to read: "Employee's vacation leave accrual limit pursuant to section 6 of the Agreement shall be temporarily increased by forty-eight (48) hours from December 28, 2009 through December 22, 2013. Leave hours accrued above the regular accrual limit pursuant to section 6 of the Agreement shall have no cash value. Effective December 23, 2013, the vacation leave accrual limit will revert to the regular limit pursuant to section 6 of the Agreement, and any remaining accrued, unused vacation leave in excess of the regular accrual limit pursuant to section 6 of the Agreement will cease to exist and have no cash value."
 - d. A new provision 7(b)(3) is added to read: "Employee shall receive a bank of 96 hours of special administrative leave, 32 hours of which is to be taken in each of the three, successive six-month periods starting December 28, 2009 and ending June 26, 2011. Unused special administrative leave hours not taken by June 27, 2011, December 26, 2010 and June 26, 2011 do not carry forward, will cease to exist on June 26, 2011, and have no cash value. Special administrative leave hours may be used flexibly in full or part-day increments, and may be used in lieu of vacation or sick leave."
2. City will review its revenue position with employee groups prior to June 30 and December 31, 2010 to determine whether new revenues will be received that would reduce the need for the employee salary concessions granted. Upon a determination that such revenues associated with certain new development or new increased tax sources will be received, the base salary reduction specified in provision 1(a) of this Amendment and the special administrative leave specified in provision 1(d) of this Amendment will be reduced by 1 hour or the dollar equivalent for every \$10,000 in new revenue to be received.
 3. Notwithstanding anything to the contrary in this Amendment, if Employee separates from City service between December 28, 2009 and June 26, 2011, any leave balances subject to cash payment in accordance with the Agreement shall be paid at the rates in effect on December 27, 2009.
 4. This Amendment shall become effective December 28, 2009 and expire and cease to be of any effect on December 24, 2013 without further action by Employee or City. Effective December 24, 2013 each term of the Agreement modified pursuant to this Amendment shall be the same as before this Amendment took effect, as if this Amendment never existed, subject to any amendments to the Agreement subsequent to the date of this Amendment.

5. Except as modified by this Amendment, the Agreement remains unchanged and in full force and effect.

Dated: 3/2/2010

EMPLOYEE

By Claire Cooper
Claire Cooper, City Clerk

Dated: 3/2/2010

CITY

By: Pamela Torliatt
Pamela Torliatt, Mayor

ATTEST:

Deborah L. Padovan
Deborah L. Padovan
Deputy City Clerk

APPROVED AS TO FORM:

Eric Danky
Eric Danky
City Attorney

3/2/10 (fmk)
1381254.1

Resolution No. 2009-133 N.C.S.
of the City of Petaluma, California

**RESOLUTION APPROVING SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT
FOR CITY CLERK CLAIRE COOPER**

WHEREAS, the City of Petaluma ("CITY") and Claire Cooper ("CITY CLERK")
currently have in place an Employment Agreement ("AGREEMENT"); and,

WHEREAS, the First Amendment to the Employment Agreement was executed
on June 4, 2007; and,

WHEREAS, it is the desire of the City to clarify the compensation of the CITY CLERK.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the Second
Amendment to Employment Agreement for City Clerk Claire Cooper, effective June 4, 2007,
with a total compensation of \$91,915.00.

Under the power and authority conferred upon this Council by the Charter of said City.

REFERENCE:

I hereby certify the foregoing Resolution was introduced and adopted by the
Council of the City of Petaluma at a Regular meeting on the 3rd day of August,
2009, by the following vote:

Approved as to
form:

City Attorney

AYES: Vice Mayor Barrett, Glass, Rabbitt, Renée, Mayor Torliatt

NOES: None

ABSENT: Harris, Healy

ABSTAIN: None

ATTEST:


City Clerk


Mayor

**SECOND AMENDMENT TO
AGREEMENT FOR EMPLOYMENT OF CITY CLERK**

This Second Amendment is made to that certain AGREEMENT FOR EMPLOYMENT OF CITY CLERK between the City of Petaluma ("CITY") and Claire Cooper ("CITY CLERK") entered into as of June 6, 2005, as amended by the First Amendment to Agreement for Employment of City Clerk on June 4, 2007. This Second Amendment is effective as of June 4, 2007.

RECITALS

WHEREAS, the CITY and CITY CLERK are parties to an EMPLOYMENT AGREEMENT ("Agreement"); and,

WHEREAS, the current EMPLOYMENT AGREEMENT was executed June 6, 2005; and,

WHEREAS, the First Amendment to the Employment Agreement was executed on June 4, 2007; and,

WHEREAS, it is the desire of the City to clarify the compensation of the CITY CLERK.

NOW, THEREFORE, CITY and CITY CLERK hereby agree to amend Section Four (4) of the EMPLOYMENT AGREEMENT as modified by the First Amendment to the Employment Agreement to read in full as follows:

Section 4. Compensation.

The City agrees to pay Employee for her services rendered annual compensation of Ninety-One Thousand Nine Hundred Fifteen Dollars (\$91,915.00). Employee is responsible for payment of all mandatory member contribution amounts to the California Public Employee Retirement System ("CalPERS").

All terms and conditions of the Employment Agreement shall other than as expressly stated herein shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY has caused this Second Amendment to be signed and duly executed by the Mayor on behalf of the City of Petaluma, duly attested to by the Deputy City Clerk, and duly signed and executed by Claire Cooper on behalf of herself as Employee.

EMPLOYEE:




Claire Cooper

APPROVED AS TO FORM:



Eric Danly, City Attorney

APPROVED:



Pamela Torliatt, Mayor

ATTEST:



Deborah Padovan, Deputy City Clerk

Resolution No. 2007-091 N.C.S.
of the City of Petaluma, California

**RESOLUTION APPROVING FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT
FOR CITY CLERK CLAIRE COOPER**

WHEREAS, the City of Petaluma ("CITY") and Claire Cooper ("CITY CLERK") currently have in place an Employment Agreement ("AGREEMENT"); and,

WHEREAS, the current AGREEMENT for City Clerk Services was executed on June 6, 2005; and,

WHEREAS, the Council desires to adjust the compensation of CITY CLERK.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the First Amendment to Employment Agreement for City Clerk Claire Cooper, effective July 1, 2007, with a total compensation of \$91,915.00.

Under the power and authority conferred upon this Council by the Charter of said City.

REFERENCE:

I hereby certify the foregoing Resolution was introduced and adopted by the Council of the City of Petaluma at a Regular meeting on the 4th day of June, 2007, by the following vote:

Approved as to
form:

City Attorney

AYES:

Barrett, Freitas, Harris, Vice Mayor Nau, O'Brien, Rabbitt, Mayor Torliatt

NOES:

None

ABSENT:

None

ABSTAIN:

None

ATTEST:

Claire Cooper

City Clerk

Patricia Torliatt

Mayor

FIRST AMENDMENT TO
AGREEMENT FOR EMPLOYMENT OF CITY CLERK

This amendment is to the **EMPLOYMENT AGREEMENT** between the City of Petaluma ("CITY") and **Claire Cooper** ("CITY CLERK"), and is made and entered into this 4th day of June, 2007.

RECITALS

WHEREAS, the CITY and CITY CLERK are parties to an EMPLOYMENT AGREEMENT ("Agreement"); and,

WHEREAS, the current EMPLOYMENT AGREEMENT was executed June 6, 2005; and,

WHEREAS, it is the desire of CITY to adjust the compensation of CITY CLERK; and,

NOW, THEREFORE, CITY and CITY CLERK hereby agree to amend the EMPLOYMENT AGREEMENT and, particularly, Section Four (4) of said EMPLOYMENT AGREEMENT as follows:

Section 4. Compensation.

The City agrees to pay Employee for her services rendered annual compensation of Ninety-One Thousand Nine Hundred Fifteen Dollars (\$91,915.00), of which, seven percent (7%) of the annual compensation will be contributed by the City on Employee's behalf to the California Public Employee Retirement System ("PERS"), for a total annual compensation of \$91,915.00, inclusive of the PERS contribution, payable in installments at the same time as other employees of the City are paid.

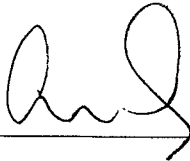
IN WITNESS WHEREOF, the CITY has caused this First Amendment to be signed and duly executed on behalf of the Mayor and duly attested to by the Deputy City Clerk, and Claire Cooper has duly signed and executed this Amendment on behalf of herself.

EMPLOYEE:



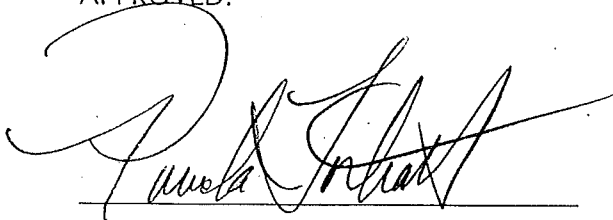
Claire Cooper

APPROVED AS TO FORM:



Eric Danly, City Attorney

APPROVED:



Pamela Torliatt, Mayor

ATTEST:



Deborah Padovan, Deputy City Clerk

AGREEMENT FOR EMPLOYMENT OF CITY CLERK

THIS AGREEMENT, made and entered into this 6th day of June 2005, by and between the City of Petaluma, a Charter City (the "City"), and **Claire Cooper** (the "Employee"), both of whom understand as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of said Employee as the City Clerk as provided by the Petaluma Municipal Code and the Petaluma City Charter; and

WHEREAS, it is the desire of the City to establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as City Clerk of said City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties.

The City hereby agrees to employ Claire Cooper as City Clerk of said City to perform the functions and duties specified in the Petaluma Municipal Code, the Petaluma City Charter, and as provided by state or federal law, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign, consistent with the Petaluma City Charter.

Section 2. Employment.

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council acting for the City to terminate the services of Employee at any time, with or without cause. In the event City terminates Employee's services, City shall give Employee ninety (90) days' notice in advance, unless the parties agree otherwise.
- B. Employee agrees to remain in the exclusive employ of the City for so long as employment is mutually acceptable to both Employee and the City, and neither to accept other employment nor to become employed by any other employer until termination of this Agreement, except with specific permission of the City

Council for endeavors which are not in conflict with the Employee's duties and responsibilities as the City Clerk.

- C. In the event Employee voluntarily resigns her position with the City, then Employee shall give the City forty-five (45) days' notice in advance, unless the parties otherwise agree.

Section 3. Suspension.

The City may suspend the Employee with full pay and benefits at any time during the term of this Agreement.

Section 4. Compensation.

The City agrees to pay Employee for her services rendered annual compensation of Eighty-Six Thousand Five Hundred Thirty Eight Dollars (\$86,538.00), of which, seven percent (7%) of the annual compensation will be contributed by the City on Employee's behalf to the California Public Employee Retirement System ("PERS"), for a total annual compensation of \$86,538.00, inclusive of the PERS contribution, payable in installments at the same time as other employees of the City are paid.

Section 5. Performance Review.

Formal performance reviews will be conducted annually, unless the City Council and the City Clerk mutually agree otherwise. The parties agree that the criteria will be developed and revised annually, and mutually agreed to, on which Employee will be evaluated.

Section 6. Other Benefits.

Employee shall be provided with the same health, dental, life insurance, leave and retirement benefits as other full-time department heads of the City, except as otherwise provided herein.

Section 7. Other Terms and Conditions of Employment.

- A. The City Council in consultation with Employee shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, the Municipal Code or any applicable state or federal law.
- B. Employee shall be entitled to three weeks of paid vacation annually. All regulations and rules of the City relating to vacation and sick leave, retirement

and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended may also apply to Employee as they would to other department heads of the City, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

Section 8. Notices.

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

EMPLOYER: City of Petaluma
 11 English Street
 Petaluma, California 94952

EMPLOYEE: Claire Cooper
 5847 Monte Verde Drive
 Santa Rosa, CA 95409

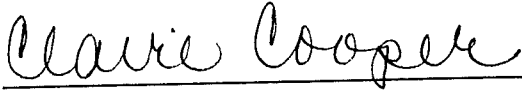
Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the court of transmission in the United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

Section 9. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing June 6, 2005.
- D. 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.

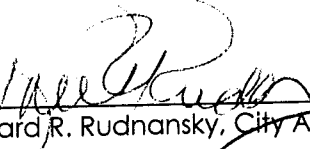
IN WITNESS WHEREOF, the City of Petaluma has caused this Agreement to be signed and executed in its behalf by its Mayor, duly attested by its City Attorney, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE:



Claire Cooper

APPROVED AS TO FORM:



Richard R. Rudnansky, City Attorney

APPROVED:



David Glass, Mayor