

EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF LA MESA, CALIFORNIA  
AND GLENN SABINE

THIS AGREEMENT is entered into by and between the City of La Mesa, a municipal corporation (the "City") and Glenn Sabine, this 9<sup>th</sup> day of July 2019, and is made in reference to the following facts:

The City, by and through the City Council of the City of La Mesa (the "City Council") desires to employ the services of Glenn Sabine as a full-time City Attorney (40-60 hours a week) for the City. Glenn Sabine (or "City Attorney") desires and agrees to serve in such capacity commencing October 7, 2019, pursuant to this Agreement.

THEREFORE, IT IS AGREED AS FOLLOWS:

**1.0 EMPLOYMENT**

- 1.1 The City Council agrees that Glenn Sabine shall serve as city attorney for the City of La Mesa on a full-time basis pursuant to the terms and conditions of this Agreement.
- 1.2 The duties, responsibilities and obligations relating to the position of full-time city attorney of the City of La Mesa shall be contained in Exhibit "A" to this Agreement and is hereby incorporated by reference as though fully set forth herein.
- 1.3 City Attorney hereby agrees to perform the services generally associated with the position of city attorney in the State of California, and as required pursuant to this Agreement, at the pleasure of the City Council.
- 1.4 So long as City Attorney is providing services to the City, City Attorney shall use his best efforts in performing his duties, responsibilities and obligations pursuant to this Agreement.

**2.0 TERM OF EMPLOYMENT**

The City Attorney shall serve for a three (3) year term at the pleasure of the City Council and may have his services terminated earlier than said term by a vote of the Council in accordance with the provisions of the Municipal Code and this Agreement. In the event City Attorney continues to serve as city attorney beyond said term, said term shall continue in full force and effect subject to termination by either party pursuant to this Agreement.

### **3.0 SCHEDULED EVALUATIONS OF PERFORMANCE**

At the one (1) year anniversary of the commencement of this Agreement and annually thereafter, the City Council may conduct an evaluation of City Attorney's performance and discuss the results of the same with City Attorney.

### **4.0 SALARY AND BENEFITS**

4.1 Salary. Effective upon the commencement date of this Agreement, City Attorney shall receive a base total compensation of two hundred and twenty-three thousand dollars (\$223,000) payable in equal installments at the same time as other employees of the City are paid. The amount of City Attorney's salary as described in this Section shall not include all City contributions toward those other benefits otherwise specified in this Agreement.

4.2 Deferred Compensation. In addition to the base salary paid by the City to City Attorney, City agrees to pay the maximum annually authorized by law into the International City Management Retirement Corporation ("ICMA-RC") on City Attorney's behalf in equal proportionate amounts each pay period and to transfer ownership to succeeding employers upon City Attorney's resignation or termination.

4.3 Vacation Benefit. City Attorney shall accrue twenty (20) days of vacation during each twelve (12) months worked. Vacation accrual shall be in accordance with the rules and policies set forth for the management group in the most recent Compensation Plan on file with the City Manager except as herein provided.

4.4 Holiday, Administrative Leave and Sick Leave. All provisions of the rules, regulations and ordinances of the City relating to sick leave, holidays, and administrative leave and vacations as they may now exist, or hereinafter may be amended, shall apply to the City Attorney except as herein provided.

#### **4.5 Retirement Benefits and Adjustment**

4.5.1 Retirement Benefits. City Attorney shall contribute all of employee's share to maintain City Attorney as a member of the Public Employees' Retirement System (PERS).

4.5.2 Adjustment. The City Attorney shall begin CalPERS retirement cost sharing contributions in the same amount and manner as Classic unrepresented management and confidential employees for fiscal years 2018-2019 and fiscal year 2019-2020.

4.6 Automobile Allowance. City Attorney shall receive an auto allowance in the amount of \$400 per month for the use of his personal vehicle in conjunction with the performance of City business.

4.7 Health Benefits. City Attorney shall receive benefits and options the same as that of other management employees.

4.8 Disability/Life Insurance Benefits. City agrees to obtain and maintain disability income and life insurance policies providing benefits to City Attorney equal to those provided other management employees.

4.9 Annual Review of Salary/Benefits. In conjunction with any annual performance evaluation of the City Attorney, the City Council may conduct an annual review of City Attorney's salary and benefits.

#### **5.0 PROFESSIONAL DEVELOPMENT; MEMBERSHIPS**

The City Council may approve, as part of City Attorney's professional development, leave time and an expense allowance to allow City Attorney to attend meetings and conferences, such as the League of California Cities and other activities the City Council deems appropriate. City shall pay for or otherwise reimburse City Attorney for any costs related to maintaining City Attorney's California State Bar status in good standing (including membership and member continuing education of the bar).

#### **6.0 TERMINATION FOR CAUSE**

City shall have the right to terminate this Agreement immediately for "cause" and consequently City Attorney shall not be entitled to severance compensation. The phrase "for cause," for purposes of this Agreement, shall mean (a) conviction of, plea of nolo contendere or plea of guilty to a felony; (b) conviction of, plea of nolo contendere or plea of guilty to any illegal act involving moral turpitude or personal gain; (c) willful misconduct in office; (d) disciplinary action by the California Bar or (e) failure to perform the duties of City Attorney pursuant to this Agreement.

#### **7.0 TERMINATION FOR CONVENIENCE; CITY OR CITY ATTORNEY**

City shall have the right to terminate this Agreement anytime for convenience. This means that, except for removal of the City Attorney for cause, the City Attorney shall receive nine (9) months of severance pay to be computed at the highest salary received by the City Attorney during his tenure with the City. In said event, the City Attorney expressly waives any and all other rights with respect to termination except for any payoff for all leave earned subject to all rights and limitations as that of any other management employee. For each year of service attained by City Attorney (subsequent to the commencement date), said nine (9) month period shall be extended by one (1) month up to a total period of one (1) year.

City Attorney shall have the right to terminate this Agreement upon sixty (60) days prior written notice. In such event, City Attorney receives no severance pay compensation.

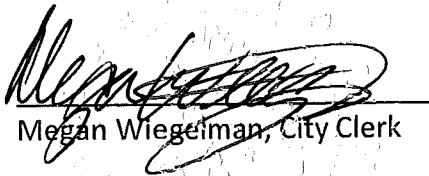
## **8.0 GENERAL PROVISIONS**

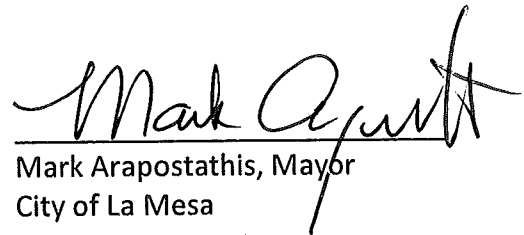
- 8.1 Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto.
- 8.2 Severability. If any provisions, or any provision hereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or any portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 8.3 Hours of Work. It is recognized that City Attorney must devote a great deal of time to perform the duties pursuant to this Agreement, including time spent outside of normal City business office hours, and to that end City Attorney will be allowed to take compensatory time off as he shall deem appropriate during normal City business office hours. City Attorney shall be evaluated on work done, not hours worked.
- 8.4 Business Expenses. The City agrees to pay for City-related and non-personal business expenses. The Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits, as and up to the amount budgeted.
- 8.5 Non Reduction of Benefits.
- 8.5.1 City shall not at any time during the term of this Agreement or any extension hereof reduce the salary, compensation or other financial benefits of City Attorney, except to the degree of such a reduction across-the-board for all employees of the City and/or management employees.
  - 8.5.2 All provisions of the rules and regulations of the City relating to vacation, administrative leave and sick leave, retirement, pension system contribution, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to City Attorney as they would to other management employees in addition to the benefits enumerated specifically for the benefit of City Attorney as herein provided.
- 8.6 Indemnification. City shall defend, hold harmless and indemnify City Attorney against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of or relating to any alleged negligent act or omission occurring in the performance of City Attorney's prescribed duties

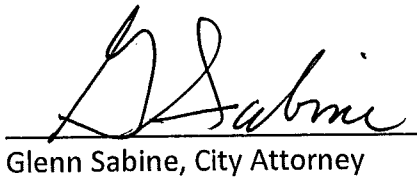
within the scope of employment pursuant to this Agreement. If City compromises or settles any such claim or suit, it shall pay the amount of such settlement, or shall pay any judgment rendered in such action.

IN WITNESS WHEREOF, the City Council of the City of La Mesa, California, has authorized this Agreement to be signed and executed this 9<sup>th</sup> day of July 2019.

ATTEST:

  
Megan Wiegeiman, City Clerk

  
Mark Arapostathis, Mayor  
City of La Mesa

  
Glenn Sabine, City Attorney

APPROVED AND ACCEPTED:

Dated: July 9, 2019

## EXHIBIT "A"

### DUTIES AND SCOPE OF SERVICES

Except as provided elsewhere in this Agreement, City Attorney shall provide, in a professional manner, all of the usual, customary and necessary services, normally provided by a city attorney to City as those services are required. The scope of services to be provided shall include the following:

1. Attendance at City Council Meetings and other meetings as may be required by the City Council;
2. Regular established full-time hours at City Hall;
3. Attendance at departmental meetings, staff meetings or committee meetings deemed necessary and appropriate, or as requested by the City Manager or City Council.
4. Research, preparation or review of all written opinions, ordinances, resolutions, agreements, leases, public works contracts, and other documents of a legal nature necessary or requested by the City Manager or City Council;
5. Provision of all legal advice on behalf of the Council members, City Manager, Commissioners, department heads and other designated personnel as appropriate;
6. Commencement and prosecution of all criminal actions necessary and appropriate to enforce municipal ordinances, including enforcement through administrative proceedings;
7. Monitoring and advising the City Council and staff of legislation and case law affecting the City;
8. Representing the City in the administration of all claims and litigation filed by or against it; provided, however, that special counsel may be retained by the City Attorney in his discretion when necessary, practical or convenient for litigation, as well as special projects or circumstances warranting special expertise; further provided that, outside counsel shall be retained in the event of a conflict of interest which disqualifies City Attorney from such representation.
9. Rendering advice and assistance to City on labor relations matters, reviewing memoranda of understanding or other labor agreements, drafting implementing legislation or other pertinent documents and representation of City before mediators or arbitrators or personnel appeals boards on matters arising from memoranda of understanding of the City personnel rules.

10. Rendering advice and assistance in the administration of City's general liability risk management and insurance programs;
11. Monitoring activities of any special counsel retained by City Attorney on behalf of City or City;
12. Providing conflict of interest assistance to City Council and assisting staff Council members and staff in seeking advice from the FPPC.