

RESOLUTION NO. 89-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA  
APPROVING THE RESTATED EMPLOYMENT AGREEMENT BETWEEN CITY OF  
PACIFICA AND KEVIN WOODHOUSE

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**WHEREAS**, the City of Pacifica ("City") and Kevin Woodhouse have previously entered into an Employment Agreement to employ Kevin Woodhouse as City Manager;

**WHEREAS**, the City and Kevin Woodhouse have previously entered into a First Amendment to Employment Agreement effective November 26, 2018, a Second Amendment on January 13, 2020; and a Third Amendment on December 14, 2020;

**WHEREAS**, the City and Kevin Woodhouse now desire to enter into a Restated Employment Agreement to modify the terms and conditions of Manager's employment as City Manager;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Pacifica hereby approves the Restated Employment Agreement between the City of Pacifica and Kevin Woodhouse in substantially the same form attached hereto as Exhibit "A" and authorizes and directs the Mayor to execute same for and on behalf of the City of Pacifica.

. . . . .

**PASSED AND ADOPTED** at a meeting of the City Council of the City of Pacifica, held on the 13th day of December, 2021, by the following vote:

**AYES**, Councilmembers: Beckmeyer, Bier, Bigstyc, O'Neill, Vaterlaus.

**NOES**, Councilmembers: n/a.

**ABSENT**, Councilmembers: n/a.


**ABSTAIN**, Councilmembers: n/a.

  
\_\_\_\_\_  
Sue Beckmeyer, Mayor

ATTEST:

  
\_\_\_\_\_  
Sarah Coffey, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michelle Kenyon, City Attorney

# EXHIBIT A

# RESTATED EMPLOYMENT AGREEMENT

between

CITY OF PACIFICA AND KEVIN S. WOODHOUSE

**1. PARTIES AND EFFECTIVE DATE.**

The parties to this Restated Employment Agreement between City of Pacifica and Kevin S. Woodhouse (hereinafter "Restated Employment Agreement") are the City of Pacifica ("City") and Kevin S. Woodhouse ("Manager"). The effective date of this Restated Agreement shall be December 13, 2021.

**2. PURPOSE.**

The City has employed Manager as its City Manager since September 11, 2017. The City desires to revise Manager's compensation and benefit package as provided in this Restated Employment Agreement as an incentive to retain Manager's continued services as City Manager. Manager desires to continue to serve as City Manager subject to the terms and conditions of this Restated Employment Agreement.

**3. DUTIES.**

- a. City hereby agrees to employ Manager as City Manager of the City of Pacifica to perform the functions and duties specified in the ordinances and resolutions of City, including, without limitation, those set forth in Section 2-5.212 of the Pacifica Municipal Code, and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign.

- b. Manager shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by City.
- c. Manager shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Restated Employment Agreement and annually thereafter, Manager must complete disclosure forms required by law.

**4. TERM.**

Manager is an at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506.

- a. Manager shall not be removed during the 90-day period preceding or following any City election for membership on the City Council, or during the 90-day period following any change in membership of the City Council, except upon unanimous vote of the City Council.
- b. Manager agrees to remain in the exclusive employment of City during the term of this Restated Employment Agreement and not to be otherwise employed during the term of this Restated Employment Agreement. The term “employed,” however, shall not be construed to include occasional teaching, writing, speaking or consulting performed on personal time off.

**5. DISABILITY.**

The City shall have the option to terminate this Restated Employment Agreement without further payment of compensation and benefits under Paragraph 6, or severance payment under Paragraph 7.c, if Manager dies during the term of this Restated Employment Agreement, becomes permanently disabled, or incapacitated in the written opinion of a licensed California medical doctor for a period of two (2) successive weeks following provision of such medical opinion and after using any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period following the provision of such medical opinion and after using any accrued sick leave.

**6. COMPENSATION AND BENEFITS.**

- a. Salary. Effective the first pay period after October 9, 2021, City Manager shall be entitled to a 6% increase in salary, and City agrees to pay Manager for his services rendered pursuant hereto as City Manager the sum of Two Hundred Fifty Four Thousand Seven Hundred and Fifty Two Dollars (\$254,752) annually payable in installments at the same time as other employees of the City are paid.
- b. Vacation Leave. Manager accrued twenty-four (24) days of vacation leave in the first year following his appointment as Manager. Starting in the second year of his employment as City Manager the accrual rate began to increase by one day for each additional year of service to a maximum of 27 days as received by department directors. Manager shall be allowed to sell to the City up to three (3) weeks of vacation leave per calendar year,

and Manager shall be eligible for all other vacation leave provisions in the same manner as other department directors of the City and upon separation from service, Manager shall be entitled to have all accrued vacation leave earned prior to the effective date of termination paid into either a health retirement account or paid in a lump sum in proportions as directed by Manager.

- c. Administrative Leave. Manager shall receive ninety-six (96) hours of administrative leave each calendar year. Manager agrees that there shall be no accrual of unused administrative leave from year to year.
- d. Holidays and Other Employee Benefits. Manager shall receive the following additional benefits:
  - i. With respect to cell phone service, the City will provide Manager with a City issued cell phone to use in conducting City related business.
  - ii. Retirement: 2.5% @ 55 CalPERS (classic); employee contributes 8%. Manager shall continue to pay through payroll deduction the 8% member contribution plus an additional 3% of PERSable compensation for a total contribution of 11% toward the normal cost of pension benefits as permitted by Government Code § 20516.
  - iii. Health Insurance: City contracts with CalPERS for the provision of health care services which include both Preferred Provider Organization Plans and Health Maintenance Organization Plans and Manager may choose from any CalPERS provided plans for

provision of health care services. City's contribution to Manager's health insurance plan shall be as set forth in the rate schedule attached hereto and hereinafter incorporated by reference as Exhibit "A"

- iv. VSP Vision Plan: City shall contribute the monthly amount of \$18.29 (Employee Only), \$26.52 (Employee + 1) or \$47.56 (Employee + 2 Or More), which shall be increased in accordance with increase provided to department directors.
- v. Flexible Spending Account (FSA): City will offer IRS qualified flexible medical spending accounts (FSA) for health reimbursement and childcare/ eldercare reimbursement (Discovery Benefits).
- vi. Voluntary Participation PARS 401(a): Manager may contribute up to \$44,000 annually or as IRS regulations allow.
- vii. Dental: City to provide self-funded dental plan (currently Delta) that typically covers 100% paid premiums of dental expenses and \$2,000 in orthodontic benefits.
- viii. Sick Leave: Manager received a bank of 12 days of sick leave on October 9, 2017, and thereafter is entitled to an additional 12 days of sick leave which shall accrue annually on September 11 of each successive year of employment as Manager.
- ix. Holidays: 11 paid holidays annually and 2 floating holidays.
- x. Retirement Health Savings:

- a. Mandatory participation as well as City contribution of 2% to ICMA VantageCare Retirement Health Savings program.
  - b. City also pays an additional contribution of 8% of salary at time of retirement with two or more years of service.
- xi. Deferred Compensation: \$10,956.00 paid annually before December 31<sup>st</sup> of each year.
- xii. Long-term Disability Insurance: City paid.
- xiii. City-paid term life insurance \$400,000.
- e. Professional Associations and Memberships. The City shall annually budget during the term of this Restated Employment Agreement under the City Manager's Department the cost of reasonable registration fees, memberships, travel and subsistence costs for professional and official meetings, conferences, and functions for the Manager to participate in professional organizations such as, but not limited to, the League of California Cities, the International City/County Management Association (ICMA), the California City Management Foundation (CCMF), the Municipal Managers Association of Northern California, the Alliance for Innovation, the Urban Land Institute, and the Center for Priority-Based Budgeting. The City recognizes the value of the Manager's continued involvement with organizations such as these and considers maintaining these relationships by attending meetings, and conferences, etc. as part of his regular duties.



- f. Internal Revenue Code Compliance. All provisions of this Paragraph 6 are subject to the provisions and limitations of the Internal Revenue Code and its related regulations as amended from time to time. No requirement of any provision of this Paragraph 6 shall be effective if it would violate any provision of the Internal Revenue Code or its related regulations, and the inability of the City to effectuate such requirements shall not constitute a breach of this Restated Employment Agreement.

**7. RESIGNATION AND TERMINATION.**

- a. Nothing in this Restated Employment Agreement shall prevent, limit or otherwise interfere with the right of Manager to resign at any time from his position as City Manager with City. Manager may terminate this Restated Employment Agreement by submitting written notice of his resignation to the City Council. Manager shall give the City two months' advance written notice of his intention to resign. If Manager resigns his employment with the City, he shall not be entitled to any severance pay nor continued compensation and benefits, except as otherwise might be agreed by City in this Restated Employment Agreement or other written amendment to this Agreement, or as may be required under state or federal law.
- b. Manager serves at the pleasure of the City and nothing herein shall be taken to prevent, limit, or otherwise interfere with the right of City to terminate the services of Manager, with or without cause, and with or without prior notice. There is no express or implied promise made to Manager for any form of continued employment. This Restated

Employment Agreement is the sole and exclusive basis for an employment relationship between Manager and City. Manager expressly waives any claim or right under contrary law, except as is provided in Paragraph 7.c of this Restated Employment Agreement.

- c. In the event the City terminates Manager's employment without cause, Manager shall receive a severance payment of 12 months' salary and health insurance benefit. The health insurance benefit will be for 12 months or whenever Manager finds other employment, whichever occurs first. The provision of this Paragraph 7.c are subject to and intended to comply with the limitations set forth in Government Code Sections 53260 and 53261.
- d. Notwithstanding Paragraph 7.c above, the City shall not be obligated to pay any compensation, benefits, or severance under the provisions of this Restated Employment Agreement if Manager is terminated for cause, including, without limitation, because of a criminal conviction, criminal plea bargain, or adverse State Attorney General, Grand Jury, or Fair Political Practices Commission determination involving any felony, intentional tort, crime of moral turpitude, or violation of statute or law constituting forfeiture of office, misconduct in office, misuse of public funds, or conflict of interest. During the proceedings which may be necessary for City to confirm the cause for termination hereunder, the City may place Manager on paid administrative leave.

- e. Pursuant to Government Code Section 53243, if this Agreement is terminated or if paid leave salary is paid, any cash settlement related to the termination or paid leave salary paid to Manager by the City shall be fully reimbursed to the City if Manager is convicted of a crime involving an abuse of his office or position as defined by Government Code Section 53243.4.

**8. PERFORMANCE EVALUATION.**

City shall evaluate Manager's performance annually. As part of each evaluation, the City Council and Manager will set goals and objectives for Manager's performance for the following year. City agrees that it will perform a performance evaluation of Manager within three months of October 9<sup>th</sup> each year to discuss performance and communications between Council and Manager but said evaluation will not be to consider any type of merit increase in salary and/or other benefits. For each performance evaluation, the Mayor and Mayor Pro Tem of the City Council shall select a third party consultant to utilize before and during the performance evaluation in order to facilitate the process.

**9. CONFLICT OF INTEREST PROHIBITION.**

- a. Manager shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Manager shall complete annual disclosure forms required by law.
- b. It is further understood and agreed that because of the duties of the City Manager within and on behalf of the City and its citizenry, Manager shall

not, during the term of this Restated Employment Agreement, individually, as a partner, joint venturer, officer, or shareholder, invest or participate in any business venture conducting business within the corporate limits of the City, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior written consent of the City Council. For and during the term of this Restated Employment Agreement, Manager further agrees, except for a residence used as his personal residence, not to invest in any other real estate within the corporate limits of the City, without the prior written consent of the City Council.

**10. ETHICAL COMMITMENTS.**

Manager shall to the best of his ability uphold the tenets of the ICMA Code of Ethics. Specifically, Manager shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. City Council shall support Manager in keeping these commitments by refraining from any order, direction or request that would require Manager to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Manager to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

**11. INDEMNIFICATION.**

City shall defend, save harmless, and indemnify Manager against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties as City Manager. City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Restated Employment Agreement, to provide full and complete protection to Manager as described herein, for any acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other action occurs during or following Manager's employment with City as City Manager.

**12. NON-LIABILITY OF OFFICIALS AND EMPLOYEES.**

No official, employee, attorney, or agent of City shall be personally liable for any term, condition, breach, default, or liability under this Restated Employment Agreement.

**13. WAIVER.**

The waiver by either party of any term or condition of this Restated Employment Agreement or any breach of this Restated Employment Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Restated Employment Agreement.

**14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.**

The City Council, by resolution, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Manager, provided such terms and conditions are not inconsistent with provisions of this Restated Employment Agreement or law.

**15. GENERAL EXPENSE.**

City recognizes and agrees to pay the job-related expenses incurred by Manager in the course of his duties which are in compliance with the City's adopted expense reimbursement policy or as approved by the City Council.

**16. NOTICES.**

Notices pursuant to this Restated Employment Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Restated Employment Agreement may be personally served in the same manner as is applicable to civil judicial proceedings. 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 course of transmission in the United States Postal Service to the addresses set out below or as subsequently communicated by one party to the other in writing:

TO CITY:                   City Council  
                                  City of Pacifica  
                                  170 Santa Maria Avenue  
                                  Pacifica, CA 94044

TO MANAGER:           Kevin S. Woodhouse  
                                  [Address On File]

**17. ATTORNEY'S FEES.**

In the event of any mediation, arbitration or litigation to construe, interpret or enforce any of the provisions of this Restated Employment Agreement, each party shall bear his or its own attorney's fees and costs.

**18. FINAL AGREEMENT.**

This Restated Employment Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Restated Employment Agreement cannot be modified except by written mutual agreement signed by the parties.

**19. ASSIGNMENT.**

This Restated Employment Agreement is not assignable by either City or Manager.

**20. SEVERABILITY.**

In the event that any provision of this Restated Employment Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Restated Employment Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Restated Employment Agreement.

**21. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this Restated Employment Agreement.

**22. INTERPRETATION.**

This Restated Employment Agreement shall be interpreted as though prepared by both parties and shall be governed by and construed under the laws of the State of California.

**CITY OF PACIFICA**

By: \_\_\_\_\_  
Sue Beckmeyer, Mayor

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

**MANAGER:**

By: \_\_\_\_\_  
Kevin S. Woodhouse

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michelle Marchetta Kenyon  
City Attorney



EXHIBIT "A"

Health Insurance Plan Rate Schedule



## 2022 – Benefit Rates

The following document includes details regarding plan rates for health related benefits (medical, dental and vision).

### CalPERS Medical Plans – HMO

Plan and Coverage Level	Region 1 Monthly Premium	City Monthly Contribution	Monthly Expense to Employee
<b>Anthem HMO Traditional</b>			
Employee Only	\$1,304.00	\$895.25	\$408.75
Employee + 1 Dependent	\$2,608.00	\$1,734.99	\$873.01
Employee + Family	\$3,390.40	\$2,255.50	\$1,134.90
<b>Health Net Smart Care</b>			
Employee Only	1,153.00	\$895.25	\$257.75
Employee + 1 Dependent	\$2,306.00	\$1,734.99	\$571.01
Employee + Family	\$2,997.80	\$2,255.50	\$742.30
<b>Kaiser Permanente</b>			
Employee Only	\$857.06	\$895.25	\$0
Employee + 1 Dependent	\$1,714.12	\$1,734.99	\$0
Employee + Family	\$2,228.36	\$2,255.50	\$0



## 2022 – Benefit Rates

### CalPERS Medical Plans – PPO

Plan and Coverage Level	Region 1 Monthly Premium	City Monthly Contribution	Monthly Expense to Employee
<b>PERS Platinum</b>			
Employee Only	\$1,057.01	\$895.25	\$161.76
Employee + 1 Dependent	\$2,114.02	\$1,734.99	\$379.03
Employee + Family	\$2,748.23	\$2,255.50	\$492.73
<b>PERS Gold</b>			
Employee Only	\$701.23	\$895.25	\$0
Employee + 1 Dependent	\$1,402.46	\$1,734.99	\$0
Employee + Family	\$1,823.20	\$2,255.50	\$0

<b>PORAC – PPO (Open to PORAC members only)</b>			
Employee Only	\$799.00	\$895.25	\$0
Employee + 1 Dependent	\$1,725.00	\$1,734.99	\$0
Employee + Family	\$2,199.00	\$2,255.50	\$0

\* Rates and plan options may vary depending on location, visit [calpers.com](http://calpers.com) for details.



## 2022 – Benefit Rates

### Delta Dental Plan

Class/Unit	City Contribution	Employee Cost
Class 1: Police Officers, WWTP, & City Council	\$119.00	\$0
Class 2: Battalion Chiefs	\$119.00	\$0
Class 2: Firefighters	\$119.00	\$0
Class 3: PPSA, PPMA	\$119.00	\$0
Class 4: Directors, Managers, & Confidential / Unrep	\$119.00	\$0
Class 5: Misc. 856	\$119.00	\$0

### VSP Vision Plan

Vision Coverage Level	City Contribution	Employee Cost
Unrep, Mgmt 350, Battalion Chiefs, Misc 856, Police, PPMA, PPSA, & WWTP		
Employee Only	\$18.29	\$0
Employee + 1 Dependent	\$26.52	\$0
Employee + Family	\$47.56	\$0
Firefighters		
Employee Only	Cafeteria Plan	\$17.32
Employee + 1 Dependent	Cafeteria Plan	\$25.11
Employee + Family	Cafeteria Plan	\$45.02



## 2022 – Benefit Rates

### Firefighters Cafeteria Plan

The City will place \$1,200.00 per month in a cafeteria plan for health insurance coverage for employees, or employees with dependents. Any unused health insurance portion of the cafeteria plan contribution will be returned to the cafeteria plan for other health related expenses. This plan is pending contract ratification and may change.

### Teamsters Plan (Local 856)

Plan and Coverage Level	Teamsters Monthly Premium	City Monthly Contribution - Medical	City Monthly Contribution – Dental & Vision	Monthly Expense to Employee
Employee Only	TBD	\$948.70	\$163.00	TBD
Employee + 1 Dependent	TBD	\$1838.55	\$163.00	TBD
Employee + Family	TBD	\$2390.12	\$163.00	TBD

*\*The City has made every attempt to ensure the accuracy and reliability of the information provided in this document. However, the information is provided "as is" without warranty of any kind. The City does not accept any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the information contained in this document. Questions or concerns regarding this document should be directed to HR@ci.pacifica.ca.us.*