

Employment Agreement

This Employment Agreement (Agreement) is made and entered into on May 5, 2020 by the City of Oakland ("City") and Edward D. Reiskin ("Reiskin"). The City and Reiskin are referred to in the Agreement as the "parties".

Section 1. Position

Pursuant to City Charter section 902(a), the City Administrator is an at-will position and therefore is not a civil service classification and is not subject to the Oakland Civil Service Rules. In accord with City Charter section 504(m), Reiskin shall devote his entire time and attention to rendering services to the City required by the position of City Administrator. It is expressly understood and agreed that during the term of this Agreement, Reiskin shall not be employed by, retained by, or consult with or provide services to or represent any other person, entity or city.

Section 2. Salary and Executive Benefits

- A. Reiskin shall be paid an annual salary of three hundred twenty-five thousand, one hundred seventy-eight dollars and twenty-eight cents (\$325,178.28), which is within the salary range for the City Administrator in the salary schedule to Salary Ordinance No. 12187 C.M.S. As an at-will employee with a negotiated Agreement, the City Administrator may receive compensation adjustments based on an annual performance evaluation and shall receive cost of living adjustments, if any, consistent with those in the existing or successor Memorandum of Understanding (MOU) between the City and Local 21, IFPTE, provided that the annual salary shall not exceed the top of the salary range for the City Administrator classification.
- B. All employee benefits shall be consistent with executive employee level benefits provided by the City. Reiskin shall be granted two weeks of vacation leave upon commencement of his employment as City Administrator. Reiskin shall be granted two weeks of Executive Leave Bank upon commencement of his employment as City Administrator consistent with Ordinance No. 12903 C.M.S. and Reiskin shall be subject to the provisions of Ordinance No. 12903 regarding the use of the Executive leave bank.
- C. Vacation shall accrue at the rate of four weeks per year (i.e., consistent with the tenth employment year.) The City Administrator shall accrue all other leaves in accordance with the provisions of Local 21, IFPTE, which may be modified by a successor MOU. Consistent with City policy, Management Leave shall be accrued and awarded retroactively for the preceding fiscal year on July 1st of each year and if Reiskin's employment is terminated prior to July 1 and during a

fiscal year for any reason, he will not accrue or be awarded any Management Leave for that fiscal year.

Section 3. Deferred Compensation

The City shall not provide any matching of deferred compensation.

Section 4. Termination of Employment and Severance

- A. The Employment Agreement shall be effective May 5, 2020 through January 30, 2023. The Mayor shall have the authority and the option, in his or her sole discretion and without City Council approval, to renew this employment agreement for up to an additional year through January 29, 2024 ("Renewal Term") on the same terms and conditions stated herein with the following exceptions: (1) Reiskin shall continue to receive the same Total Annual Compensation he receives on January 30, 2023 subject to the same salary and compensation adjustments described herein; (2) Reiskin shall not receive an additional one-time award of vacation or Executive leave; and (3) at the beginning of, and during, the Renewal Term, Severance, as defined below, will be six (6) months of salary, and shall be subject to the same limitations during the Renewal Term as described below. The Mayor shall notify Reiskin, in writing, of his or her intent to invoke the option to continue this Agreement for a Renewal Term during the period beginning on January 10, 2023 and ending at midnight January 17, 2023.
- B. Pursuant to the Oakland City Charter, the Mayor may terminate the City Administrator at any time. Severance shall be paid to Reiskin when employment is terminated by the Mayor without cause. If Reiskin is terminated without cause, in lieu of the remaining months of this Agreement, the City shall provide six months of salary as severance pay, or salary for the remaining term of the Agreement, whichever is less. The severance shall be paid in a lump sum at the time of separation unless otherwise agreed to by the City and Reiskin. Reiskin also shall be compensated in cash at the rate of one day's salary for each day of accrued vacation time, management leave, and executive leave. If Reiskin is terminated for cause, the City is not obligated to pay severance under this Section. City may terminate the Agreement for cause once City determines that "cause" exists. City will provide written notice of intent to terminate the Agreement and a statement of the reasons for termination. Any decision by City shall be in writing and shall be provided to Reiskin. Cause for termination pursuant to this section includes (1) violation of any law (other than a traffic violation or similar offense); (2) ethical lapses; (3) gross dereliction of duty; and (4) violations of the City Charter. The termination provision contained in the Agreement can be modified only in a written document that specifically modifies the Agreement and is signed by Reiskin and the Mayor.

- C. If the Mayor terminates Reiskin without cause, Reiskin agrees that the form of release, including the confidentiality, non-disparagement and conflict of interest clauses attached to the Agreement as Exhibit A are acceptable, that he will execute such release and that the severance payment provides sufficient consideration therefor.
- D. If Reiskin opts to voluntarily leave the City, he will provide not less than of 90 days advance written notification to the Mayor.
- E. In addition to Section 2(B) of the Agreement, if Reiskin becomes disabled under the Agreement, he will be entitled to earned salary, and any in lieu payments for accrued benefits, including compensation for the value of accrued leave balances for vacation, management and executive leave.
- F. In addition to Section 2(B) of the Employment Agreement, in the event that Reiskin dies while employed by the City under the Agreement, the City Administrator's beneficiaries or those entitled to the City Administrator's estate, shall be entitled to the City Administrator's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of accrued leave balances for vacation, management leave and executive leave.

Section 5. Transportation Allowance and Parking

The City shall provide and pay for an assigned parking space at an adjacent garage. Reiskin shall receive a transportation allowance of seven hundred fifty dollars (\$750.00) per month.

Section 6. Telecommunication

The City shall provide and fully pay for a laptop computer with the capacity for remote access.

Section 7. Professional Membership/Conference Attendance

A. City agrees to budget for and to pay for professional dues and subscriptions of the City Administrator necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the City Administrator's continued professional participation, growth, and advancement, and for the good of the City.

B. City agrees to budget for and pay for travel and subsistence expenses of City Administrator for professional and official travel, meetings, and occasions to adequately continue the professional development of City Administrator and to pursue necessary official functions for City, including but not limited to the ICMA Annual Conference, the California League of Cities, and such other national, regional state, and local

governmental groups and committees in which City Administrator may serve as a member.

Section 8. Performance Evaluations

The Mayor on behalf of the City shall annually review the performance of the City Administrator subject to a process, form, criteria, and format for the evaluation that shall be mutually agreed upon by the Mayor and City Administrator. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the City Administrator within 30 days of the evaluation meeting. The City shall consider use of a third-party to facilitate this process. While the City Charter grants the Mayor sole and complete discretion to terminate the City Administrator at any time; the Mayor welcomes and plans to seek Council input in evaluating the City Administrator's performance.

Section 9. Interpretation of Agreement

In the event of a dispute between Reiskin and the City with respect to the interpretation of the Agreement or any alleged breach of the Agreement that cannot be settled amicably by agreement of the parties, the dispute shall be submitted to a single arbitrator in accordance with the employment arbitration rules of the American Arbitration association and the judgment upon the award shall be final, binding and conclusive and may be entered in the highest court having jurisdiction. The prevailing party in any arbitration pursuant to this paragraph shall be entitled to recover its reasonable attorney's fees and costs. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

Section 10. Entire Agreement

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services to the City by Reiskin. It contains all of the representations, covenants and agreements between the parties with respect to Reiskin's services. Each party to the Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any part that are not contained in the Agreement. No agreement, statement or promise not contained in the Agreement shall be valid or binding.

Section 11. Modification

Any modification of the Agreement shall be effective only if it is in writing and signed by all parties to the Agreement.

Section 12. Severability

If any part of the Agreement is determined to be invalid, unlawful or unenforceable, that part shall not be deemed to be part of the Agreement.

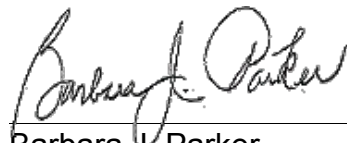
Section 13. Voluntary Execution

Reiskin acknowledges that he has read and understands the Agreement, is fully aware of its legal effect, and has entered into it freely and based on his own judgment.

Elizabeth ("Libby") Schaaf Date
Mayor
CITY OF OAKLAND

Edward D. Reiskin Date

Approved as to Form and Legality:



Barbara J. Parker
City Attorney
CITY OF OAKLAND

Resolution No. _____ C. M.S.- passed [date] ____ ayes, ____ noes, ____ abstentions,
____ absent

RELEASE OF CLAIMS

On May 5, 2020, the Oakland City Council confirmed the appointment of Edward D. Reiskin ("Reiskin") as City Administrator for the City of Oakland and passed Resolution No. _____ C.M.S. authorizing an Employment Agreement for the period commencing May 5, 2020 and ending at midnight on January 30, 2023 between the City of Oakland and Reiskin, with the option for the Mayor, at his/her sole discretion, to extend the Employment Agreement for up to one additional year ("Renewal Term") ending at midnight on January 29, 2024 by providing the notice required under the Employment Agreement. Among other things the Employment Agreement provides that the City shall provide six (6) months of salary as severance pay, in lieu of the remaining months of said Employment Agreement if the City terminates Reiskin without cause; provided however, that the salary shall not exceed the number of months remaining in the Agreement as of the severance date. Reiskin acknowledged and agreed that the severance pay constitutes sufficient consideration for his agreement to execute the release, including the confidentiality, non-disparagement and conflict of interest clauses included herein.

Reiskin hereby agrees as follows:

Release of Claims. Reiskin, on behalf of himself, his heirs, successors and assigns, fully and forever releases, and covenants not to institute or in any way voluntarily assist in the prosecution of, any legal or administrative proceedings or inquiries against City, including without limitation, City departments, agencies, boards, and current or former officers, directors, officials, agents, or employees with respect to any matter arising out of Reiskin's employment with the City. Reiskin understands and agrees that he is waiving any rights he may have had, now has, or in the future may have, to pursue any and all remedies available to him under any statutory or common law cause of action arising directly or indirectly from his employment with City, except that the Parties acknowledge that Reiskin cannot waive claims under the Age Discrimination in Employment Act of 1967, by executing the Agreement. With regard to the claims covered by this paragraph, Reiskin hereby expressly waives any and all rights under California Civil Code § 1542, which reads 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 HER OR HER SETTLEMENT WITH THE DEBTOR."

Non-Disclosure of Confidential Information. The Parties acknowledge that as City Administrator, Reiskin is the highest appointed official and an officer of the City; in that capacity he is responsible, among other things, for executing and enforcing all laws, policies of the City and for administering the City's affairs, controlling and administering the City's financial affairs and supervising purchasing and contracting and confidential

information. Consistent with his Employment Agreement and the City Charter, Reiskin agrees that he shall not at any time or in any manner, either directly or indirectly, whether or not for compensation, use, divulge, disclose or communicate to any person, firm, corporation or any other entity in any manner whatsoever any confidential information concerning any matters affecting or relating to the business of City except with the express written permission of City. Such information includes but is not limited to, the identification of any of City's licensees, sub-licensees, or any of the information concerning the business of the City, its manner of operation, its plans, or other proprietary data where such information is not publicly known and is not otherwise subject to public inspection or disclosure.

Conflict of Interest. Reiskin agrees that in addition to maintaining the confidentiality of information as described in the preceding section, he will not, directly or indirectly, participate in or in any way represent, provide advice or input or any other information or assistance/advice to any party who is negotiating with the City any agreement, seeking award of any contract or seeking any grant, permit or any other benefits or who is in an adversarial posture with the City if Reiskin was privy to and/or was involved in any manner in such matter or if his administration was responsible for evaluating, drafting, negotiating, making recommendations regarding such matter on behalf of the City during his employment with the City.

Non-Disparagement. Reiskin agrees that for a period of two years, he will not make disparaging remarks, nor take any action that is intended, or would reasonably be expected, to harm the City or its reputation or that would reasonably be expected to lead to unwanted or unfavorable publicity to the City, its officers, employees and officials. "Disparaging remarks, comments or statements" are those that impugn the character, honesty, integrity, morality or business acumen or abilities in connection with any aspect of the operation of the City.

SO AGREED:

Edward D. Reiskin date