

AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT

[APRIL 16, 2026]

THIS AMENDED AGREEMENT is entered into, by and between Brian P. Hickey (referred to as "EMPLOYEE") and the City of San Pablo (referred to as "CITY").

In consideration of the faithful performance of the terms and conditions set forth herein, the parties mutually agree to amend the October 16, 2023 Employment Agreement as to EMPLOYEE's compensation as follows:

1. Employment.

a. Effective October 16, 2023, EMPLOYEE shall be employed as City Attorney for the City of San Pablo for a term of twelve (12) months, unless mutually agreed to end earlier. This twelve (12) month term shall automatically recommence on the first day of each succeeding month, unless notice of termination is given by the City Council as specified herein. This section is intended to comply with Section 53260, *et seq.* of the Government Code of the State of California.

b. EMPLOYEE shall diligently focus time, ability, and attention to CITY business and fulfill the duties of the City Attorney as outlined in the Job Description (<https://www.sanpabloca.gov/DocumentCenter/View/11012/City-Attorney>); San Pablo Municipal Code (<https://www.codepublishing.com/CA/SanPablo/>) and State law (including but not limited to California Government Code sections 41800 *et seq.*). All reports, memoranda, and other documents prepared by EMPLOYEE while performing duties under this Agreement shall be furnished to and become the property of CITY.

c. EMPLOYEE serves at the pleasure of the City Council and is an at-will employee. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the service of EMPLOYEE at any time, for any or no cause, subject only to the provisions set forth in Section 6 of this Agreement.

d. EMPLOYEE agrees to remain in the exclusive employ of the CITY during the terms of this Agreement. However, EMPLOYEE shall not be precluded from occasional teaching or writing, performed during EMPLOYEE's time off, or during administrative leave or vacation, with the concurrence and knowledge of City Council. EMPLOYEE shall not engage in any activity that is or may become a conflict of interest, prohibited contract, or that may create an incompatibility of office as defined under California law.

2. Compensation.

EMPLOYEE shall receive the following compensation:

a. Salary. Effective April 16, 2026, EMPLOYEE's annual salary shall be \$292,468, with payment made twice a month at the same time and manner as other City employees are paid, subject to required or requested withholdings. Additionally, EMPLOYEE shall receive the cost-of-living ("COLA") increases on July 1, 2026 as previously approved by the City Council in Resolution 2023-118 (attached hereto as Exhibit A), provided however that COLAs automatically provided by automatic renewal of this Agreement and Resolution 2023-118 in fiscal years 2024-2026 shall not exceed the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations, except as provided by further Council action. Further COLA adjustments are at the discretion of the City Council.

b. Benefits. EMPLOYEE's benefits are as set forth in Resolution 2023-118, and the Schedule of Benefits in Resolution 2023-118 may be revised by majority vote of the City Council. Further, any benefits set forth specifically in this Agreement supersede those set forth in the attached Schedule of Benefits.

c. Deferred Compensation. CITY shall annually match EMPLOYEE's contribution to EMPLOYEE's ICMA 457 deferred compensation account, up to \$11,072 per calendar year.

d. Information Technology Allowance. CITY shall pay EMPLOYEE an information technology allowance of \$750 annually, as well as provide a City laptop or PC for home use.

e. Auto Allowance. CITY shall pay EMPLOYEE an auto allowance of \$350 per month (\$4,200 per year).

3. Business Expenses.

CITY agrees to pay for City-related business expenses. Such expenses shall include all direct costs associated with State Bar dues and up to two section memberships, and attendance at professional conferences, including but not limited to Cal Cities and County city attorney lunches and meetings, within approved departmental budget and per diem parameters.

4. Performance Evaluation.

Annual performance evaluations are an important way for the City Council and the EMPLOYEE to ensure effective communication about expectations and performance. The City Council recognizes that for the EMPLOYEE to respond to its needs and to grow in the performance of the EMPLOYEE's job, the EMPLOYEE needs to know how the City Council Members evaluate the EMPLOYEE's performance.

a. To assure that the EMPLOYEE gets this professional feedback, the City Council shall conduct an evaluation of the EMPLOYEE's performance at least once a year starting in 2025. The City Council and the EMPLOYEE agree that performance evaluations, for the purpose of mid-course corrections, may occur more frequently during each calendar year.

b. Beginning in January 2025 and in each January thereafter, the EMPLOYEE shall notify the Mayor and City Council in writing of the requirement for an annual evaluation. The EMPLOYEE or Mayor shall work with the City Manager to place the evaluation on the City Council's agenda. The EMPLOYEE and City Council will create goals or other outcome measures that will provide the basis for determining the next year's performance. The City Council and the EMPLOYEE shall define such goals and performance objectives as they

mutually determine are necessary for the proper operation of the CITY for the attainment of the City Council's policy objectives, and the City Council and the EMPLOYEE shall further establish a relative priority among those goals and performance objectives. The City Council may request a self-evaluation by the EMPLOYEE and evaluations by Executive Staff and direct reports to the EMPLOYEE to provide a more comprehensive review.

5. Termination.

The following provisions apply to any termination of employment by CITY:

a. EMPLOYEE is an at-will employee who may be terminated for any or no reason. In the event EMPLOYEE is terminated for any reason prior to the expiration of the employment term, except as set forth in subsection 6c, CITY shall pay EMPLOYEE a cash payment equivalent to the salary for the remainder of term, as referenced in Section 1, subpart a of this Agreement; provided, however, that such severance payment shall be contingent on EMPLOYEE first executing a release and waiver of all rights to sue the CITY or any CITY employee or official. Termination does not include EMPLOYEE's retirement, death, or incapacity due to injury or illness, or resignation unless subsection (e) below applies.

b. CITY shall reimburse EMPLOYEE for the premiums for EMPLOYEE'S medical and dental benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) coverage for the same number of months for which EMPLOYEE is entitled to a lump sum cash payment under subsection 6a, or until EMPLOYEE either secures full-time employment or obtains other health insurance coverage, whichever of these events occurs first. EMPLOYEE shall notify CITY within five (5) days of securing new full-time employment or acquiring health insurance coverage.

c. In the event that EMPLOYEE is terminated for cause (meaning an arrest for a felony or crime involving the abuse of office or position as defined in California Government Code section 53243.4 or documented serious violation of the CITY's harassment policy or other established rule or regulation of CITY), CITY shall have no obligation to pay

the severance or provide any other benefits set forth in subsections 6a or 6b. Further, pursuant to Government Code sections 53243 *et seq.*, if EMPLOYEE is convicted of a crime involving an abuse of office, then EMPLOYEE shall reimburse CITY for any paid salary leave during the investigation, for funds for the legal criminal defense of EMPLOYEE, and any severance payments.

d. EMPLOYEE may be removed only by a vote of at least three members of the City Council and may not be removed from office within 90 days of any general municipal election held in the City at which election a member of the Council is elected.

e. In the event the City Council formally asks the EMPLOYEE to resign, then EMPLOYEE shall be entitled to resign, and still receive the severance benefits, provided EMPLOYEE agrees to the release and waiver requirements of all rights to sue the CITY or any CITY employee or official, as provided in subsection 6a above.

6. Resignation.

If EMPLOYEE voluntarily resigns from the position of City Attorney, EMPLOYEE will provide CITY with a minimum of sixty (60) days' written notice. During the period subsequent to the Notice of Resignation, EMPLOYEE shall continue to discharge duties as City Attorney.

7. Notices.

Any notices required by this Agreement shall be either given in person or by first-class mail with the postage prepaid and addressed as follows:

CITY: Mayor
City of San Pablo
City Hall 1000 Gateway Avenue
San Pablo, CA 94806

EMPLOYEE: Brian P. Hickey
At then-current address on file with CITY.

8. Indemnification.

EMPLOYEE shall be considered and treated as an employee of the City. CITY shall

defend, indemnify, and hold EMPLOYEE harmless for any acts and omissions arising out of or connected in any way with EMPLOYEE'S performance of job duties, and Government Code section 825 shall specifically be deemed applicable. CITY may conduct such defense, reserving the rights of CITY not to pay the judgment, compromise, or settlement until it is established that the injury arose out of the act or omission occurring within the scope of EMPLOYEE's employment with the CITY. CITY is required to pay the judgment, compromise, or settlement only if it is established that the injury arose out of an act or omission occurring in the scope of EMPLOYEE'S employment as an employee of CITY. Nothing in this Agreement authorizes or obligates CITY to pay that part of any claim or judgment that is for punitive or exemplary damages, which may only be authorized pursuant to Government Code section 825 *et seq.*

9. Miscellaneous Provisions.

a. This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in the agreement has been or is relied on by any party hereto.

b. The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

c. This Agreement shall be binding upon and inure, where applicable, to the benefit of the heirs at law and executor of EMPLOYEE.

d. This Agreement shall not be assigned or subcontracted by either party without the consent of the other party. Consent may be denied for any reason or no reason at all.

e. Should any provision, section, or subsection of this Agreement be declared invalid or unenforceable by any court of competent jurisdiction, such ruling shall not affect any other provision hereof, and the unaffected provisions shall remain in full force and effect.

f. This Agreement may be amended only in writing.

g. This Agreement shall be governed by the laws of the State of California, with venue for all actions in state court in Contra Costa County, unless the parties agree otherwise.

The parties have executed this Agreement on the day and year set forth below.

EMPLOYEE

Date: _____

By: _____
Name: Brian P. Hickey

CITY OF SAN PABLO,
A general law city

Date: _____

By: _____
Elizabeth Pabon-Alvarado, Mayor

ATTEST:

By: _____
Dorothy Gantt, City Clerk

ATTACHMENT:

Exhibit A — Resolution 2023-118