

CITY OF RIDGECREST PUBLIC WORKS DIRECTOR/DEPUTY CITY MANAGER
AT-WILL
EMPLOYMENT AGREEMENT FOR PROFESSIONAL SERVICES

As of the 4th day of November 2022, the City of Ridgecrest, California, (hereinafter "CITY") and [REDACTED] (hereinafter "EMPLOYEE") agree as follows:

SECTION 1. PURPOSE.

- A. CITY desires to secure the services of EMPLOYEE to perform the duties of the Office of Public Works Director/Deputy city Manager as set forth in CITY and State codes.
- B. EMPLOYEE desires to fulfill the duties of the position of Public Works Director/Deputy City Manager.
- C. The parties desire to establish certain conditions of employment and to set working conditions of EMPLOYEE within the framework of an at-will employment relationship.

SECTION 2. DUTIES.

- A. EMPLOYEE shall perform the duties of the Office of Public Works Director/Deputy city Manager as set forth in the Municipal Code of the CITY, and shall perform such other legally permissible and proper duties and functions as the City Manager shall from time-to-time assign.
- B. The Public Works Director/Deputy City Manager shall take his orders and instructions from the City Manager.

SECTION 3. TERM.

- A. This Agreement commences on the 7th day of November, 2022. Salary, benefits and all other items covered within this agreement shall continue for a period of five (5) years. Said original five-year term shall be automatically extended for successive one (1) year terms unless notice is given by City Manager on or before July 1 of any given year that the contract will not be extended. If such notice of non-renewal is given by City Manager, EMPLOYEE shall complete the remaining balance of that current one (1) year term of service, and he shall then be entitled to the severance pay described in Section 4 hereof.
- B. The Public Works Director/Deputy City Manager serves at the pleasure of the City Manager. There exists no contract for or right to

employment; either expressed or implied, with the sole exception of the provisions contained herein. The City Manager may terminate the employment of the EMPLOYEE with or without cause. Upon such termination, with or without cause, EMPLOYEE'S sole remedy under the laws of the State of California, the laws of these United States, City of Ridgecrest Municipal Code, and this Agreement consists of the provisions contained in Section 4 hereof.

- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with CITY, subject only to the provisions set forth in Section 4 of this Agreement.
- D. EMPLOYEE agrees to remain in the exclusive employ of CITY during the employment term, and neither to accept nor to become employed by another employer until said termination date, unless said termination date is effected as hereinafter provided. Notwithstanding, and at the sole discretion of CITY, EMPLOYEE may accept compensation for occasional outside consulting, writing, or speaking engagements; or while teaching or training; or while serving on the Board of Directors of one or more corporations; or while performing such other part time or occasional employment acceptable to the CITY. Such outside activities or work shall not be inconsistent or incompatible with CITY employment.

SECTION 4. TERMINATION AND SEVERANCE PAY.

- A. This Agreement shall terminate upon the occurrence of any of the following events:
 - 1. Upon sixty (60) days notice given to CITY by EMPLOYEE; or
 - 2. Upon the death of EMPLOYEE or inability of EMPLOYEE to perform essential job functions with or without an accommodation; or
 - 3. Upon the effective date of retirement from CITY service pursuant to California Public Employees Retirement System ("PERS"); or
 - 4. Upon decision by City Manager to terminate with or without cause.
- B. If EMPLOYEE is terminated without cause, or in the event EMPLOYEE'S at-will employment is not renewed pursuant to Section 3.A. of this Agreement, CITY shall pay to EMPLOYEE a lump sum cash severance payment equal to current salary including Cafeteria allowance that he would have been entitled to receive for six (6) months under the terms of this Agreement.

- C. In the event of the termination or expiration of this Agreement, EMPLOYEE shall be entitled to payment for all remaining, unused vacation, sick and administrative leave.
- D. CITY reserves the right to terminate this Agreement without notice and without liability for any severance pay whatsoever, when such termination is made for cause. "Termination for Cause" shall include:
1. Willful breach of this Agreement pursuant to California Labor Code Section 2924 as interpreted.
 2. Habitual neglect of the duties required to be performed as Public Works Director pursuant to California Labor Code Section 2924 as interpreted.
 3. Any acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.
 4. Conviction of any act which would constitute a crime, whether misdemeanor or felony, and which would bring disrespect to the Office of Public Works Director/Deputy City Manager or CITY, whether prior to or after adoption of this Agreement.
 5. Willful violations of CITY policies of a serious nature, including for example, CITY'S sexual harassment or drugs-in-the-work-place policies.

Before termination for cause, CITY shall deliver to EMPLOYEE a written specification of the charges or other reasons upon which "cause" is alleged. EMPLOYEE shall have five (5) business days to challenge such termination for cause by delivery within such five (5) day period, a written response to such specifications. Within five (5) business day period EMPLOYEE may also demand a hearing upon the specifications. Failure to demand a hearing within the five (5) business day period shall be a waiver of such right and the City Manager shall make his final determination upon the written response, if any made by EMPLOYEE. If a hearing is demanded, such hearing shall be held before the City Council.

The decision of the City Council shall be binding and without right of appeal. The issues to be determined in the hearing shall be whether the specifications(s) alleged constitute "cause" pursuant to this contract and whether the specifications are supported by substantial evidence.

The parties acknowledge that a requested hearing for cause shall be held at the earliest possible date, and to that extent, they shall

cooperate in selecting a date for the hearing which shall be no later than sixty (60) days following CITY'S notice of termination for cause.

Should EMPLOYEE challenge CITY'S termination for cause, CITY shall continue regular payment of EMPLOYEE'S salary and benefits (as administrative leave pay) pending the date of the decision of the City Council. However, in no event, shall such administrative leave pay continue beyond sixty (60) days from the date of service upon EMPLOYEE of CITY'S notice of termination for cause. In the event the City Council concludes in favor of EMPLOYEE, that no cause exists for the withholding of severance pay, then the termination is without cause, the administrative pay previously paid to EMPLOYEE shall be credited against the severance amount payable under Section 4.B., above, and the balance thereof shall be paid to EMPLOYEE by CITY.

- E. If CITY reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than the reduction for management employees, or if the CITY refuses, following written notice, to comply with any other provision benefiting EMPLOYEE herein, EMPLOYEE may claim to be deemed to be "terminated without cause" at the date of such reduction or such refusal to comply with this agreement.

SECTION 5. COMPENSATION.

CITY shall pay EMPLOYEE an annual, base salary of One Hundred Eighty-five Thousand and Nineteen Cents (\$185,000.19) in installments at the same time as other Employees of City.

- A. The City Manager shall perform reviews of EMPLOYEE'S performance for increases in salary and benefits in such amounts and to such an extent as may be determined in keeping with Personnel Policies and Procedures and an Annual Municipal Budget approved by the City Council. The performance evaluation and compensation review shall take place on the EMPLOYEE'S anniversary date.
- B. Except as hereinafter provided, EMPLOYEE shall receive such other and further benefits as are accorded other management Employees of CITY, including, but not limited to, cost of living adjustments, holidays, sick and bereavement leaves, and executive or administrative leave days. This is an overtime-exempt position.

SECTION 6. EQUIPMENT.

- A. To the extent, as provided and agreed upon by the City Council, in the CITY'S annual budget, CITY shall provide business computing, and communications equipment, as well as service and operating costs;

furniture; and fixtures necessary and convenient to carry out the terms of this Agreement.

- B. CITY shall provide a vehicle for the official use of the EMPLOYEE.
- C. Such equipment, furniture and fixtures provided by CITY shall continue to be the property of CITY.

SECTION 7. VACATION AND SICK LEAVE.

- A. Commencing when EMPLOYEE begins work, EMPLOYEE shall accumulate 8 hours of vacation each pay period (208 hours annually) and 4.00 hours of sick leave per pay period (104 hours annually). City management employees receive 200 hours administrative on July 1st each year.
- B. CITY shall pay EMPLOYEE, at his election, up to 75% of the accrued vacation remaining in the EMPLOYEE'S personal account at the end of each fiscal year. The amount of time cashed out will be deducted from his leave balance.

SECTION 8. DUES, SUBSCRIPTIONS, PROFESSIONAL DEVELOPMENT AND TRAVEL.

- A. To the extent permitted by the annual budget, CITY shall pay the dues and subscriptions of EMPLOYEE necessary for his contribution and full participation in national, regional, state and local associations necessary and desirable for his continued professional participation, growth, and advancement, and to maintain active communication with and through local organizations, and for the good of CITY.
- B. To the extent provided in the CITY'S annual budget and the CITY'S travel policy, CITY shall pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for CITY, upon submission of appropriate receipts.
- C. To the extent provided in the CITY'S annual budget and the CITY'S education policy, CITY shall pay for the travel and subsistence expenses of EMPLOYEE for short courses, institutes, and seminars necessary for his professional development and for the good of CITY.

SECTION 9. DISABILITY, HEALTH & LIFE INSURANCE, RETIREMENT.

EMPLOYEE'S disability, health and life insurance and retirement benefits shall be the same as provided for other management employees, including but not limited to:

- A. CITY provides a cafeteria allowance based on enrollment in PERS major medical. Tier Four provides a maximum of Thirteen Hundred Thirty-six Dollars (\$1336.00) per month, which includes the One Hundred Twenty-eight Dollar (\$136.00) minimum PEMHCA contribution to cover PERS medical, dental, vision, PERS long-term disability, and group life insurance. Cafeteria increases are provided at the level provided other management employees. EMPLOYEE may elect to cash out cafeteria allowance at \$450 per month. To do so, EMPLOYEE must provide evidence of medical insurance coverage.
- B. Workers' Compensation insurance is provided at no cost to EMPLOYEE.
- C. EMPLOYEE will pay the employee/member share of PERS contributions.
- D. CITY shall pay into EMPLOYEE'S retirement account with the Social Security Administration (Federal Insurance Contributions Act). The CITY pays only the employer portion, EMPLOYEE is responsible for EMPLOYEE contribution.
- E. The CITY provides two deferred compensation plans for employees, the International City Management Association Retirement Corporation ("ICMARC") and Foresters Financial. EMPLOYEE may, at EMPLOYEE'S option and expense, participate in the Plans. CITY shall have no obligation to make contributions to the plan on EMPLOYEE'S behalf.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

- A. The City Manager shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of EMPLOYEE. Such terms and conditions shall be consistent with Agreement, the City of Ridgecrest Municipal Code, City Policies and Procedures, or other laws.
- B. Municipal Code and regulations and policies and procedures of CITY relating to usage of vacation, administrative, and sick leave; retirement and pension system contributions; holidays; and other fringe benefits and working conditions as they now exist or amended, also shall apply to EMPLOYEE as they would to other management personnel of CITY, whichever is greater or more beneficial to EMPLOYEE.

- C. EMPLOYEE'S reasonable business expenses will be reimbursed upon submission of appropriate documentation to CITY.

SECTION 13. GENERAL PROVISIONS.

- A. This Agreement shall become effective November 7, 2022.
- B. City shall indemnify and defend EMPLOYEE against claims or litigation arising within the scope of Employee's office as provided by law.
- C. Should any litigation occur regarding the interpretation of this Agreement, the prevailing party shall, in addition to damages, be entitled to recover reasonable attorney fees and costs.
- D. This Agreement may be amended only in a writing signed by both parties.
- E. This Agreement has been drafted by both parties, and shall not be interpreted in favor of or against either party.
- F. Any notice required under this Agreement shall be personally delivered or mailed via certified mail to the last known address of the other party.
- G. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the City of Ridgecrest, State of California, has caused this Agreement to be signed and executed in its behalf by its City Manager, and duly attested by its City Clerk, and the EMPLOYEE has signed and executed this Agreement, both in duplicate, the day and year first above written.



Ronald Strand, CITY MANAGER

ATTEST:



Ricca Charlon, City Clerk



[REDACTED] EMPLOYEE