

**CITY OF RIDGECREST CITY MANAGER
AT-WILL EMPLOYMENT AGREEMENT FOR PROFESSIONAL SERVICES**

As of November 15, 2022, the **City of Ridgecrest, California** (hereinafter "City"), and [REDACTED] (hereinafter "Employee") agree as follows:

1. Purpose.

(a) Employee has served as the City Manager for the City under a 5-year contract since November 15, 2017, which contract is about to expire.

(a) City desires to retain the services of Employee to perform the duties of City Manager as set forth in City and State Codes for additional 5 years.

(b) Employee desires to fulfill the duties of the position of City Manager.

(c) The parties desire to continue certain conditions of employment and to set working conditions of Employee within the framework of an at-will employment relationship.

2. Duties.

(a) Employee shall perform the duties of the Office of 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 Council shall from time-to-time assign.

(b) Employee shall have the responsibility of organizing, reorganizing and arranging the staff of the City in such a way that in his judgment best serves City in accordance with City Code and Personnel Rules. Employee shall have such responsibility in personnel matters, including election, assignment, and transfer of employees in accordance with City Code and Personnel Rules. Employee shall consult with members of City Council, individually and collectively, on any personnel matter when requested to do so, subject to applicable laws, rules, and procedures.

(c) Employee shall: (1) review all policies proposed to the City Council and make appropriate recommendations to the Council; (2) periodically evaluate employees as provided for by California law and City policy; (3) advise the Council of possible sources of funds that might be available to implement present or contemplated City programs or services; (4) maintain and improve the professional competence of Employee by available means, including subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities; (5) establish and maintain an appropriate community relations program; and (6) serve as liaison between the Council and City employees, and serve as the Council's designated representative with respect to all employer-employee matters, and make recommendations to the Council concerning those matters. Notwithstanding that a designee of Employee perform said duties, the Employee shall be the person ultimately responsible to the Council for proper implementation.

(d) The City Manager shall take orders and instructions from a majority of the City Council.

3. Council Duties.

(a) Members of the City Council, individually and collectively, will refer promptly, criticisms, complaints, and suggestions called to its attention to Employee for study and timely recommendation.

(b) Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager, and neither the Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately.

4. Term.

(a) This Agreement commences on November 15, 2022 and will continue for a period of five (5) years from the first day of employment, unless terminated as provided herein.

(b) The City Manager is at-will and serves at the pleasure of the City Council. There exists no contract for or right to employment, either expressed or implied, with the sole exception of the provisions contained herein. The City Council may terminate the employment of the Employee with or without cause.

(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 5 of this Agreement. Upon the termination or expiration of this agreement, Employee shall be entitled to receive payment for all vacation, sick, and administrative leave accrued to date.

(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 affected as hereinafter provided. Notwithstanding, and at the sole discretion of the 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. Such outside activities or work shall not be inconsistent or incompatible with City employment.

5. Termination.

(a) This Agreement shall terminate upon the occurrence of any of the following events:

- (1) upon thirty (30) days' notice by either Employee or the City; 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 the California Public Employees Retirement System ("PERS"); or
- (4) by motion carried by three (3) affirmative votes of the City Council of City, with or without cause.

Notwithstanding the provisions of Section 5.a.4, above Employee may not be terminated (excepting a termination for cause) for a period of three (3) months following a municipal

election wherein (a) new Council Member(s) is/are seated, to enable such new Council Member(s) adequate time to assess Employee's performance.

(b) If Employee is terminated without cause, or in the event Employee's at-will employment is not renewed pursuant to Section 4.a. of this Agreement, employee shall be entitled to receive payment for all vacation, sick, and administrative leave accrued to date, in addition to six (6) months severance pay equal to current salary including Cafeteria allowance that he would have been entitled to receive under the terms of this Agreement.

(c) 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 City Manager 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 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 Council shall make its final determination upon the written response, if any made by Employee. If a hearing is demanded, such hearing shall be held before an independent hearing officer to be mutually agreed between the parties, or if no agreement can be reached, the hearing officer shall be a retired judge through the Judicial Arbitration and Mediation Service (JAMS) of California.

The Mutual selection of a hearing officer, including the mutual selection of a JAMS officer, shall be accomplished within ten (10) calendar days following notice of Employee's request for hearing. If a mutual selection is not made within this period, and in the absence of an agreement to extend the selection period, the hearing officer shall be appointed by JAMS according to its availability and discretion. The fees of the hearing officer shall be advanced, in full, by City; however, upon a finding of "cause" by the hearing officer, Employee shall reimburse City and be responsible for payment of fifty percent (50%) of such fees. The decision of the hearing officer shall be binding and without right of appeal. The issues to be determined in the hearing shall be whether the specification(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 hearing officer. 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. The event the hearing officer 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 5.b., above, and the balance thereof shall be paid to Employee by City.

(d) 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.

6. Compensation.

(a) City shall pay Employee an annual base salary of Two Hundred and Seven Thousand, Six Hundred Ninety Dollars and Eighteen Cents (\$207,690.18) in installments at the same time as other employees of City.

(b) City shall thereafter perform reviews of Employee's performance for increases in salary and benefits in such amounts and to such an extent as the City Council may determine. Such performance evaluation and compensation shall take place on the anniversary date of the Employee's employment with the City.

(c) 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.

7. Relocation Expenses.

There will be no reimbursement of relocation expenses.

8. 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.

9. 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).

(b) City shall pay Employee, at his election, an amount equal to Employee's hourly rate of pay times 75% of the accrued vacation remaining in the Employee's personal account at the end of each fiscal year which amounts of time will be deducted from his leave balance.

10. Dues, Subscriptions, Professional Development.

(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 the 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, including, but not limited to, the Annual Congress of Cities of the National League of Cities, the Annual Conference of the International City and County Management Association, the Annual Conference of the California League of Cities, and such other national, regional, state, and local governmental groups and committees thereof which Employee serves as a member.

(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 the City.

11. Disability, Health & Life Insurance, Retirement.

Employee's disability, health and life insurance and retirement benefits shall be the same as provided for the City Manager position, including but not limited to:

(a) City provides a cafeteria allowance based on enrollment in PERS major medical. Tier Three provides One Thousand Forty-six Dollars (\$1046.00) per month 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. Workers' Compensation insurance is provided at no cost to Employee.

(b) Employee will pay the employee/member share of PERS contributions. In the event the employer share contribution changes for other employees, such change will also apply to Employee.

(c) City shall pay into Employee's retirement account with the Social Security Administration (Federal Insurance Contributions Act) to the same extent as other employees.

(d) City shall execute the Deferred Compensation Employment Agreement and

the associated Trust Agreement of the Plan of the International City Management Association Retirement Corporation ("ICMARC") so that Employee may, at Employee's option and expense, participate in the Plan.

12. Other Terms and Conditions of Employment.

(a) The City Council 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 this Agreement, the City of Ridgecrest Municipal Code, or other laws.

(b) Municipal Code and regulations and rules 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, mid-management, professional, and confidential employees of City.

(c) Employee's reasonable business expenses will be reimbursed upon submission of appropriate documentation to the City.

13. General Provisions.

(a) This Agreement shall become effective November 15, 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.

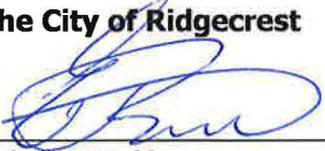
(f) Any notice required under this Agreement shall be personally delivered or mailed via certified mail to the last known address of the other party.

(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.

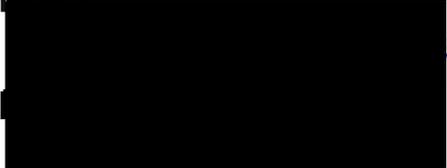
IN WITNESS WHEREOF, the City of Ridgecrest, State of California, has caused this

Agreement to be signed and executed in its behalf by its Mayor, 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.

For the City of Ridgecrest

By: 
Eric Bruen, Mayor

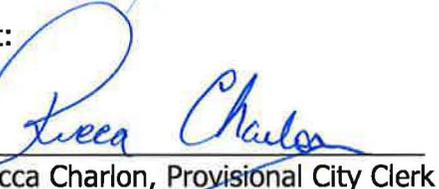
Employee

By: 

Approved as to Form:

By: 
Martin D. Koczanowicz, City Attorney

Attest:

By: 
Ricca Charlon, Provisional City Clerk

[Seal]

