

AT-WILL EMPLOYMENT AGREEMENT

OF

Name _____

(One of Two Originals)

THIS AGREEMENT is between the CITY OF HEALDSBURG (“City”), a municipal corporation organized in the State of California, and _____ (“Employee”) and is dated for convenience this ____ day of _____, 200__.

Recitals

WHEREAS, City desires to employ Employee as _____ of the City of Healdsburg, and

WHEREAS, Employee desires to serve as _____ of the City of Healdsburg, and

WHEREAS, the City and Employee both desire the formulation of this present Agreement to serve the following purposes:

- (a) To retain the services of Employee in a professional manner and to assure compensation and employment benefits that will induce Employee to remain in the employment of the City for a substantial period of time.
- (b) To provide a measure of job security to Employee for his/her better morale and peace of mind, and freedom from uncertainties as to the permanency of his/her position and its compensation and benefits.
- (c) To reserve to the City, however, a fair and just means of terminating the employment in the event that Employee for any reason becomes unable to

discharge fully the duties of the office, or to terminate the employment in the exercise of the right of the City to select its ___Position _____ at the will of the City, and

NOW, THEREFORE, in consideration of the foregoing recitals and of the conditions, promises and covenants contained herein and other considerations, City and Employee agree as follows:

AGREEMENT

1. DUTIES.

(a) City agrees to employ _____Name _____as ___Position_____ of the City of Healdsburg to perform the functions and duties specified in the laws of the United States and the State of California, as well as the rules, regulations, ordinances and resolutions of City, and to perform other legally permissible and proper duties and functions as the City Council or City Manager may, from time to time, assign.

(b) Employee shall perform his/her duties to the best of his/her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City and shall obey all State and Federal laws.

(c) Employee shall not engage in any activity, which is or may become a conflict of interest, prohibited by contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, the Employee must complete disclosure forms as required by law. The City and Employee agree that the professional services provided

by Employee to his/her former employer as outlined in the Addendum attached hereto does not violate any of the provisions of this paragraph 1c.

2. TERM.

(a) The term of this Agreement shall be from _____, 200__, until terminated by either party in accordance with the provisions set forth in Paragraph 3, or until terminated by the event of the death or permanent disability of Employee.

3. RESIGNATION AND TERMINATION.

(a) Employee may resign at any time with or without cause and agrees to give City at least sixty (60) days advance written notice of the effective date of her resignation unless parties mutually agree otherwise.

(b) City may at any time terminate Employee.

(c) The parties recognize and affirm that: 1) Employee is an "at-will" employee whose employment may be terminated by the City without cause, and 2) there is no express or implied promise made to Employee for any form of continued employment as __Position____ or any other position of employment with City. This Agreement is the sole and exclusive basis for an employment relationship between Employee and the City.

4. SALARY.

(a) Effective _____, 200__, City agrees to pay Employee \$_____ in salary per month (\$_____ per year) thereafter for his/her services. All salary

payments to Employee shall be payable in installments at the same time as other employees of the City are paid and subject to the customary withholding.

(b) Employee shall have his/her performance and pay reviewed annually by the City Manager. Employee shall report directly to the City Manager.

5. SUPPLEMENTAL BENEFITS.

(a) The City shall pay on behalf of Employee the total 8% employee's retirement contribution to the California Public Employees Retirement System (PERS). In addition, as part of our PERS contract, this employer paid member contribution (EPMC) is reported as income for purposes of final compensation upon retirement. Currently, our Miscellaneous Employees retirement rate is 2.5% at 55 with one-year final compensation.

(b) At present, the City's benefit package consists of fully paid medical premium for Blue Cross or Kaiser health plan participation. Dental and vision plans and a \$100,000 life insurance policy are fully paid by the City as well. Employee is presently entitled to these benefits, however, these provisions are subject to change consistent with Citywide policy.

(c) Employee's vacation accrual rate shall be eighteen (18) days per year based on credit for prior management experience. Sick leave accrues at twelve (12) days annually. Employee's leave bank for purposes of this Agreement will start with twelve (12) days (or 96 hours) of vacation and twelve (12) days of sick leave.

(d) Employee shall be entitled to eighty (80) hours of management leave per fiscal year. This amount will be pro-rated based on Employee's start date with the City. Any unused management leave is paid off each year in the last pay period of June.

(e) As a Department Head Employee will receive a monthly automobile allowance of \$350.00 that is considered wages under the City's contract with PERS for purposes of final compensation.

(f) Attendance at continuing education conferences are subject to City Manager's advance approval. Department Head level employees are encouraged to participate in one or two such conferences each year, preferably within the state, although exceptions can be made.

(g) Employee shall receive reimbursement not to exceed \$5,500 based upon receipts for the cost of relocation to Healdsburg, over a one-year period.

(g) As a key member of the management team, Employee's responsibilities include maintaining close working relations with the community. An effective way to achieve this is active participation in a local service club. Employee is invited to participate in at least one and the City will pay for the job-related expenses involved.

(h) Employee shall be entitled to compensation adjustments for management positions that are based on annual performance reviews.

(i) Upon satisfactory completion of five continual years of service, the City pays 2% longevity/merit pay which increases by 1% every five years. Upon qualification, Employee shall be entitled to this benefit.

(j) Employee's bi-weekly pay will be credited to an account designated by Employee through direct deposit.

6. SEVERANCE.

(a) As stated herein, Employee's employment with City is for no definite term or period of time. Employee shall serve at the will and pleasure of City, and her employment may be terminated by City at any time. Termination of Employee's employment shall not require any showing of cause or justification, nor shall Employee be entitled to any internal administrative appeal process should her employment be terminated by the City.

(b) In the event of Employee's involuntary termination for reasons other than his/her resignation, death, disability, breach of this Agreement or conviction of any felony or any criminal offense involving moral turpitude, Employee shall be paid severance pay as provided in paragraph 6e.

(c) In accordance with State law, Employee shall be entitled to receive all compensation earned, but unpaid, for actual work performed and accrued vacation time as of the date of termination.

(d) If Employee is paid severance pay as provided in paragraph 6e, below, Employee hereby waives any claims or causes of action against City, its employees, agents, officers, City Council, and Executive Committee members arising out of her employment with City, or the termination thereof.

(e) In payment of severance, City agrees to pay Employee a cash payment equal to four (4) months aggregate salary. Said cash payment may be paid, at the option of the Employee, in 1) lump sum upon date of termination; 2) lump sum on January 1 of the calendar year following termination; or 3) two (2) equal monthly

installments. Such payment will release City from any further obligations under this Agreement.

7. NOTICES.

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

TO CITY: City of Healdsburg
401 Grove Street
Healdsburg, CA 95448

TO EMPLOYEE:
City of Healdsburg
401 Grove Street
Healdsburg, CA 95448

8. ENTIRE AGREEMENT.

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

9. NO ASSIGNMENT, NO THIRD-PARTY BENEFICIARIES.

This Agreement is not assignable by either City or Employee. Nothing in this Agreement shall be construed to create and parties do not intend to create any rights in third parties.

10. SEVERABILITY, APPLICABLE LAW, AND INTERPRETATION.

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of this Agreement. Any dispute concerning this Agreement shall be governed by the laws of the State of California. This Agreement shall be construed under the laws of the State of California in effect at the time of signing of this Agreement. The parties consent to the jurisdiction of the California courts with venue in Sonoma County.

11. CONSTRUCTION.

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulations, or law. This Agreement has been negotiated between _____, City Manager, on behalf of City, and _____, as Employee. This Agreement has been drafted by _____, City Attorney for the City of Healdsburg. Employee acknowledges that the City Attorney does not represent him/her, has not given him/her any legal advice or influenced his/her regarding the terms of this Agreement. City and Employee acknowledge that they have each contributed to the making of this Agreement and that in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. City and Employee acknowledge that they have each had an adequate opportunity to consult with their own legal counsel in the negotiation and preparation of this Agreement.

12. COUNTERPARTS.

This Agreement shall be executed simultaneously in two counterparts, which shall be identified by number and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its City Manager and duly attested by the City Clerk. It has also been executed by the Employee.

EMPLOYEE

City of Healdsburg

Employee

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney