

**CITY OF RIO DELL
PUBLIC WORKS DIRECTOR
CONTRACT AGREEMENT**

This employment agreement, is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **James Hale**, hereinafter referred to as "Employee", both of whom understand as follows:

WHEREAS, Employer desires to employ the services of said James Hale as **Public Works Director** of the City of Rio Dell; and

WHEREAS, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as the Public Works Director of the said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer hereby agrees to employ **James Hale** as **Public Works Director** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

SECTION 2. TERM

This Agreement shall remain in effect for a period of 3 years from the date the contract is signed or until Employee's term of employment is dissolved per the description provided in Section 3 of this agreement, or by the voluntary resignation of Employee. Employee understands he will provide Employer with thirty (30) days of notice prior to resignation. This Agreement may be superseded by subsequent agreements made between Employee and Employer at mutually acceptable times throughout Employee's term of Employment.

- a. **Limitation on Termination.** Notwithstanding any other provisions of this contract set forth herein the Public Works Director shall not be removed from office, during, or within a ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Public Works Director in the performance of the powers and duties of his office. In the case of termination the Public Works Director shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time. "Severance" shall be paid according to the following schedule:

Years of Service

0-1 year
1-2 years
2-3 years
3-4 years

Severance Pay

2 months
3 months
4 months
5 months

b. **Severance exception.** Should the Public Works Director be terminated as a result of a conviction or plea of no contest to a felony no severance pay would be provided upon termination. If the Public Works Director voluntarily left employment with the City of Rio Dell no severance pay would be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL

The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell pursuant to Section 2 above or to the provisions of City of Rio Dell ordinances.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incompetence, or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) day working period, Employer shall have the option to terminate this Agreement subject to the pay requirements of Section 2 above. However, Employee shall be compensated for accrued vacation, holidays, and other accrued benefits.

SECTION 5. SALARY

Employer agrees to pay Employee for her services rendered an annual salary of Fifty One Thousand Seven Hundred dollars (51,700.00) per year, payable in installments at the same time as other employees of Employer are paid. A 3% salary increase will be payable on the first anniversary date of the executed contract, with an additional 3% increase payable on the second annual anniversary.

SECTION 6. PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee each year of service as Public Works Director. From time to time as may mutually be deemed appropriate, the City Council and or City Manager and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and the attainment of the Council's and or City Manager's policy objectives and shall further establish a relative priority among those various goals and objectives, with said goals and objectives to be reduced to writing.

SECTION 7. HOURS OF WORK

It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off other than forty (80) hours of executive leave. Employer agrees to accommodate a flexible schedule in the form of a modified work week and/or working from home so long as the needs of the City are adequately met.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES

Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior approval of the City Manager.

SECTION 9. AUTOMOBILE

Employee's duties require that he shall have the use at all times during his employment with Employer an automobile to perform Employer's business. Employee's use of his private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as

published by the IRS. Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME

Employee will receive eighty (80) hours of executive leave each year. Employee may be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave at 6.667 hours each calendar month, and vacation time as follows:

<u>Years of Service</u>	<u>Accumulation</u>
One to three (1-3)	80 hours
Three to ten (3-10)	120 hours
Ten to fifteen (10-15)	160 hours
Fifteen to Twenty (15-20)	200 hours

Employee shall also be entitled to the following paid holidays:

- (1) New Years Day
- (2) Martin Luther Kings Birthday
- (3) Presidents Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Veteran's Day
- (8) Thanksgiving Day
- (9) The Day following Thanksgiving
- (10) Christmas Day
- (11) The Day following Christmas

SECTION 11. WORK RELATED EXPENSES REIMBURSEMENT

Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee, including a \$500.00 annual clothing allowance as may be approved by the Employer. Employee shall submit an itemization schedule of his out-of-pocket expenses to the City Manager in writing in the form of a purchase order for payment.

SECTION 12. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT

Employer agrees to provide hospitalization, surgical, medical, dental and vision insurance for the Employee, his spouse and dependents. Coverage will be paid at the rate of 100% for the employee and 70% for the employees spouse and dependents with a cap of \$200 for the Employee's monthly contribution.

SECTION 13. DEFERRED COMPENSATION

The Employer does not participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to ten percent (10%) of the Employee's salary to the Deferred Compensation Plan during such time the Employee is employed by the Employer.

SECTION 14. LIFE INSURANCE

A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Twenty Five Thousand Dollars (\$25,000.00) shall be provided by the Employer for the Employee.

SECTION 15. AGREEMENT EFFECTIVE

This Employment Agreement shall become effective July 1, 2007 and shall remain in effect for three years subject to changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 16. INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Finance Director. Employer will attempt to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 17. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 18. DUES AND SUBSRIPTIONS

Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manager written material and information distributed by the said associations.

SECTION 19. LICENSING AND TRAINING

Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

SECTION 20. TRAVEL EXPENSES

Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business provided that the Finance Director has first approved and authorized said travel and training expenses.

SECTION 21. ATTORNEY'S FEES

Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 22. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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.

SECTION 23. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

EMPLOYEE

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of

