

**CITY OF RIO DELL
COMMUNITY DEVELOPMENT 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 **Kevin Caldwell**, hereinafter referred to as "Employee", both of whom understand as follows:

WHEREAS, Employer desires to employ the services of said Kevin Caldwell as **Community Development 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 Community Development 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 Kevin Caldwell as **Community Development 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. These duties may include tasks related to planning, housing, building, code compliance and economic development projects.

SECTION 2. TERM

This Agreement shall remain in effect through June 30, 2012 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 This Agreement may be superseded by subsequent agreements made between Employee and Employer at mutually acceptable times throughout Employee's term of Employment.

For purposes of calculating Executive Leave provisions of Section 10 shall be effective beginning July 1, 2011. Provisions regarding Executive Leave in his contract as Housing Program Director shall remain in effect thru June 30, 2011.

For purposes of calculating the anniversary date for annual salary increases the date shall be March 14, 2011, his date of hire as Housing Program Director.

- a. **Limitation on Termination.** Notwithstanding any other provisions of this contract set forth herein the Community Development 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 Community Development Director in the performance of the powers and duties of his office. In the case of termination the Community Development 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:

| <u>Years of Service</u> | <u>Severance Pay</u> |
|-------------------------|----------------------|
| 0-1 year | 2 months |
| 1-2 years | 3 months |
| 2-3 years | 4 months |
| 3-4 years | 5 months |

b. **Severance exception.** Should the Community Development Director be terminated for cause or as a result of a conviction or plea of no contest to a felony, no severance pay would be provided upon termination. If the Community Development 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 his services rendered an annual salary of Sixty Nine Thousand Fifty Two Dollars (69,052.00) per year, payable in installments at the same time as other employees of Employer are paid. The salary payable on the first year anniversary date shall be \$71,256.

SECTION 6. PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee not later than six months from the effective date of this contract using such procedures as he/she determines appropriate. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives determined necessary for the proper operation of the Department and City. In the attainment of policy objectives, the relative

priority among those various goals and objectives shall be reduced to writing and considered as part of the annual performance review.

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 eighty (80) hours of executive leave. Employer through the City Manager may accommodate a flexible schedule in the form of a modified work week and/or working from home so long as the City Manager determines that 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. Employee shall not spend more than eight (8) hours per week in teaching, counseling, or other non-employer connected business without the prior approval of the City Manager. Other non-employer connected business may include provision of planning consulting services provided such services are not performed in the City of Rio Dell or provided to individuals or organizations which have business interests in the City of Rio Dell.

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. Subject to all of the provisions of City's separate Travel and Reimbursement Resolution, 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. Proof of said insurance in force during the period of employment must be provided to employer. Failure to maintain a valid driver's license shall be cause for termination.

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

Employee will receive eighty (80) hours of executive leave each fiscal year. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

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 eight (8) hours each calendar month, and vacation time as follows:

| <u>Years of Service</u> | <u>Hours per Year</u> |
|---------------------------|-----------------------|
| Zero to three (0-3) | 80 hours |
| Four to ten (4-10) | 120 hours |
| Eleven to fifteen (11-15) | 160 hours |

Sixteen to twenty (16-20)

200 hours

Employee shall also be entitled to the same paid holidays granted to the Rio Dell Employees' Association.

SECTION 11. ACCRUED VACATION LEAVE

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum, the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

SECTION 12. WORK RELATED EXPENSES REIMBURSEMENT

Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee as approved by the City Manager. 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. Employer also agrees to pay employee a monthly cell phone allowance to ensure employee is contactable at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

SECTION 13. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT

Medical, Dental and Vision Insurance shall be provided for the Community Development Director as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

SECTION 14. 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 twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan.

SECTION 15. LIFE INSURANCE

A term life insurance policy in the amount of Seventy Five Thousand Dollars (\$75,000.00) shall be provided by the Employer for the Employee.

SECTION 16. AGREEMENT EFFECTIVE

This Employment Agreement shall become effective May 17, 2011, and shall remain in effect through June 30, 2012, subject to changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 17. 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 Community Development 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 18. BONDING

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

SECTION 19. DUES AND SUBSCRIPTIONS

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 as approved by the City Manager. Employee shall distribute to and share with the City Manager written material and information distributed by the said associations.

SECTION 20. 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 21. 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 Community Development Director has first secured prior authorization and approval for said travel and training expenses from City Manager.

SECTION 22. 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 23. 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 24. 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 personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 25. GENERAL PROVISIONS

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
- C. This Agreement shall become effective commencing immediately, subject to Section 17 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate.

EMPLOYEE

Kevin Caldwell, Community Development Director Date

EMPLOYER

Ron Henrickson, City Manager Date

Approved as to form:

David E. Martinek, City Attorney Date