

## CITY MANAGER'S EMPLOYMENT AGREEMENT

This Agreement, made and entered into as of this 19th day of November, 2013, between the City of Lemoore, a municipal corporation, hereinafter called "City", and Jeff Laws, hereinafter called "City Manager," both of whom understand as follows:

WHEREAS, the City Council of the City of Lemoore, hereinafter called "Council," desires to retain the services of Jeff Laws as City Manager of the City of Lemoore; and

WHEREAS, it is the desire of the Council to provide certain benefits and establish certain terms and conditions of employment, all as set forth herein.

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

SECTION 1. DUTIES. The Council hereby agrees to employ Jeff Laws as City Manager of the City of Lemoore to perform the functions and duties specified in applicable City ordinances and Administrative Rules and Regulations as the same presently exist or may hereafter be amended, and to perform other legally permissible and proper duties and functions consistent with the Office of the City Manager, including serving as Executive Director of the Lemoore Successor Agency and the Lemoore Housing Authority, as Council shall from time to time assign.

### SECTION 2. TERM.

- A. The term of this Agreement shall begin as of November 19, 2013, (the "effective date") and shall continue for a period of three (3) years, unless terminated early by either party with or without cause, in the process identified in Section 9 below. During the term of this Agreement, Jeff Laws shall be a full-time City Manager.
  
- B. Subject to the provisions of Section 9, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Council to terminate this contract and the services and employment of City Manager at any time, at the sole discretion of Council with or without cause, in accordance with the provisions of the Lemoore Municipal Code, and in so doing, the City Manager acknowledges that he shall not have, and hereby waives, all rights to a hearing or to an appeal of any kind. This waiver includes, specifically, a waiver of the notice and hearing provisions as found in the Lemoore Municipal Code, in state law or otherwise. This Agreement shall not be terminated by the City during or within a period of one hundred and eighty (180) days following any general municipal election held in the City at which a member of the City Council is elected or when a new City Council member is appointed. The purpose of this provision is to allow any newly elected or appointed member of the City Council or a reorganized City Council to directly observe the actions and ability of the City Manager in the performance of the powers and duties of his office. After the expiration of said one hundred eighty (180) day period aforementioned, the

provisions of this section as to the termination of this Agreement by the City shall apply and be effective.

- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City Manager to resign at any time from his position with the City. City Manager shall give not less than sixty (60) days written notice to the City prior to the effective date of resignation. The provisions of Section 9 shall not apply in the event of the City Manager's resignation.

SECTION 3. SALARY AND EVALUATIONS. City Manager's salary shall be Nine Thousand Eight Hundred and Nine Dollars (\$9,809) per month. The Council agrees to adjust said salary of the City Manager as follows:

- A. The Council shall conduct performance reviews of the City Manager 6 months after the commencement of the City Manager employment. Thereafter, a performance review of the City Manager shall be conducted annually, or more often as requested by the Council. Following a performance review, the Council may make salary adjustments.
- B. Under this agreement, the City Manger will be eligible for the same cost of living salary adjustments granted by the City Council to other management employees, subject to Council approval. The City Manager will also be subject to any employee concessions taken by other management employees.

SECTION 4. PENSION AND RETIREMENT. City agrees to enroll City Manager in the City's retirement system and provide the same benefit that is provided to other management employees of the City.

SECTION 5. HEALTH AND OTHER INSURANCE. City agrees to provide City Manager with the same health, dental, life, and optical insurance coverage and benefits as are provided other management employees of the City.

SECTION 6. AUTOMOBILE. City Manager shall be provided with a City automobile for his use in carrying out his duties as City Manager. All costs related to such automobile use, including, but not limited to gas, maintenance, and insurance, shall be the complete responsibility of the City.

SECTION 7. EXPENSES. Subject to available funds in the budget, the City agrees to pay the professional dues, subscriptions and expenses on behalf of the employee which are reasonably necessary for the City Manager's continuation and full participation in national, state, regional or local associations, service clubs and organizations necessary and desirable for the Manager's continued professional development or for the good of the City. Furthermore, the City shall budget and pay for the professional dues, subscriptions, and expenses to such additional organizations as approved by the City Council.

SECTION 8. VACATION AND SICK LEAVE.

A. City Manager shall earn vacation time each month in the same manner as other management employees of the City and shall be subject to the City's ordinances, rules and policies pertaining to all management employees with regard to accrual, use and conversion (to cash) of vacation time.

B. City Manager shall accrue sick leave in the same manner as other management employees of the City, and shall be subject to the City's ordinances, rules and policies pertaining to all management employees with regard to accrual, and use of sick leave.

SECTION 9. TERMINATION OF AGREEMENT AND SEVERANCE.

A. Without Cause. The majority of the City Council may terminate this Agreement at any time without cause by providing at least thirty (30) days' written notice to City Manager. In the event of termination without cause, City Manager shall be entitled to severance compensation for the balance of the term of this Agreement, or eighteen (18) months whichever is less. Severance shall be paid in one lump sum and shall include payment of salary and, in addition, payment of the value of health insurance benefits only, as described in section 5 hereof.

B. With Cause. Council may terminate the City Manager for cause at any time by delivering written notice of intent to terminate for cause. City Manager shall be immediately placed on paid administrative leave while the City Council determines whether cause exists. Upon a determination that cause exists, the City Manager may be terminated immediately. "Cause" for the purpose of this agreement is defined as:

1. Fraud, misappropriation or embezzlement.
2. Negligent or willful misconduct which has caused damage to public property or use of public property for other than a public purpose.
3. Any intentional or grossly negligent action or inaction that materially and substantially:
  - (a) impedes or disrupts the operations of the City or its organizational units;
  - (b) is detrimental to employee or public safety;
  - (c) violates properly established rules or procedures of the City causing a material and substantial adverse effect on the City's interests.
4. Violation of the City's policies regarding discrimination or harassment.

5. Repeated and protracted unexcused absences from the City Manager's office and duties.
6. Continued abuse of drugs or alcohol that materially affects the performance of the City Manager's duties.
7. Violation of the City Manager's duties under this Agreement.
8. Failure to disclose pertinent information to the City Council.
9. Failure to follow direction given by the City Council at a duly convened meeting.

Pursuant to Government Code Sections 53243 and 53243.2, if the City Manager is convicted of a crime involving abuse of his office or position, all amounts paid for leave pending an investigation and any amounts paid out as severance pay shall be fully reimbursed by the City Manager to the City.

Following termination under Section 9A., if the City Manager is convicted of a crime, proof of which would have justified termination for cause under Section 9B., all amounts paid for leave pending an investigation and any amounts paid out as severance pay shall be fully reimbursed by the City Manager to the City.

#### SECTION 10. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire Agreement between the parties as to the subject matter hereof.
- B. If any provisions or any portion hereof is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion hereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. This Agreement may be amended only in writing.
- D. This Agreement supercedes all prior written agreements and oral understandings of the parties.
- E. The City Council and its members shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry, and neither the City Council nor any member thereof shall give orders or instructions to any subordinates of the City Manager. The City Manager shall take his orders and instructions from the City Council only when sitting in a duly convened meeting of the City Council and no individual Councilmember shall give any orders or instructions to the City Manager.

- F. The parties recognize that the normal work hours for the City Manager are seldom 8:00 a.m. to 5:00 p.m., Monday through Friday, and the performance of the City Manager duties frequently requires attention to duty before and after normal working hours on weekends and on holidays. Accordingly, City Manager is authorized to make such adjustments to work hours as may be reasonably necessary to accommodate the work requirements of City, family, and personal needs.

CITY MANAGER

CITY OF LEMOORE

\_\_\_\_\_  
Jeff Laws

By, \_\_\_\_\_  
William Siegel, Mayor