

Mayor
Lois Wynne
Mayor Pro Tem
Jeff Chedester
Council Members
Ray Madrigal
Eddie Neal
William Siegel



**Office of the
City Manager**

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Staff Report

ITEM NO. 2-3

To: Lemoore City Council
From: Jeff Laws, City Manager 
Date: February 11, 2015 **Meeting Date:** February 17, 2015
Subject: Interim City Manager Employment Agreement

Discussion

At the February 3, 2015 Council Meeting, the Council authorized the City Attorney and myself to finalize the employment agreement to hire Ron Hoggard as the Interim City Manager and bring it to the February 17th meeting for disclosure and approval.

The agreement is attached for your review and approval. There has been one addition in Section 3. Language was added to prevent the Interim City Manager from making any permanent employee appointment, including but not limited to Department Head Positions. The Interim City Manager can make an Acting or Interim appointment during the recruitment for a New City Manager.

Budget Impact

The 2014-2015 Budget for the City Manager's department included 12 months of salary and benefits for a City Manager at a higher salary, so the overall impact on the budget is expected to be minimal.

Recommendation

That City Council, by motion, approve the Interim City Manager Employment Agreement as presented and authorize the Mayor to execute said agreement.

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement (“**Agreement**”) is entered into as of February 17, 2015, between the City of Lemoore (“**City**”) and Ron Hoggard (“**Employee**”). In consideration of the mutual promises and agreement set forth below, City and Employee agree as follows:

1. Employment. City agrees to employ Employee to render services as Interim City Manager to the City on the terms and conditions set forth in this Agreement, and Employee accepts such employment on the terms and conditions set forth in this Agreement.

2. Term. The term of Employee’s employment shall commence on March 2, 2015, and continue until the City Council appoints a permanent City Manager, or until the Employee has worked 960 hours total time, which ever comes first, unless terminated sooner as set forth in Section 4 below.

3. Position and Duties. Employee shall serve as Interim City Manager of City. Employee shall have those powers and duties as set forth in City’s Municipal Code, except Employee will be prohibited from making any permanent employee appointment, including but not limited to Department Head Positions. Employee may appoint interim employees if necessary. The City Council of the City (“**City Council**”) shall have the power to determine such other specific duties and responsibilities which Employee must perform under this Agreement and the means and manner by which Employee must perform those duties and responsibilities. Employee agrees to devote all of his business time, skill, attention, and best efforts to the discharge of the duties and responsibilities assigned to him by the City Council during the term of his employment.

While functioning as the Interim City Manager, Employee has THREE (3) major, primary duties to address and accomplish in this contractual time period. They are:

a. **City Manager Recruitment** – Employee will lead and coordinate the Recruitment for a New City Manager. The final selection of the City Manager will be made by the full City Council. Leading up to this decision will be a series of advertisements, outreach, screening and interviews involving municipal professionals and local leaders as recommended by the Employee and determined by the Council. Subject to Council presentation and approval (Late March or early April) Employee shall develop the outreach, recruitment and selection plan to vet the most qualified candidates to be interviewed by the City Council sometime near the end of May or early June 2015.

b. **City Budget** - Employee will prepare and coordinate the 2015-2016 fiscal budget for the City.

c. **Capital Improvement Budget** – Employee will begin the process of preparing and coordinating the 2015-2017 Capital Improvement Budget for the City.

d. **Interim Public Works Director/Planning Director** - Employee will select and facilitate the appointment of an Interim Public Works Director/Planning Director to occur following the current Public Works Director/Planning Director's retirement at the end of April 2015. Leading up to this decision will be a series of advertisements, outreach, screening and interviews involving municipal professionals and local leaders as the Employee deems appropriate.

4. **At-Will Employment Status, Exemption from Personnel System, and Termination.** Employee's employment is at-will. City may terminate Employee at any time, with or without good cause, for any reason whatsoever that does not violate a public policy of the State of California. Employee is exempt from City's Personnel System and holds no property right in his employment.

Employee agrees City has made no promises, statements, or representations which state or imply that Employee is hired or retained under any terms other than at-will and with exemption from City's Personnel System, as set forth above. Employee agrees that no agreement can impliedly arise that Employee is employed under any terms other than at-will and with exemption from City's Personnel System, as set forth above.

Employee's status as at-will and exemption from City's Personnel System may only be changed, revoked, amended, or superseded by a written document, signed by Employee and the Mayor following approval by the City Council.

5. **Compensation and Benefits.** Employee shall received the following compensation:

A. **Salary.** Employee shall be paid at Step 517, Range D (\$10,007 per month). Payment shall be made in the same manner as other City employees with required deductions made, unless specifically addressed in this Agreement.

B. **Benefits.** In addition to the salary provided in Paragraph 5.A. hereinabove, Employee shall receive the following additional benefits.

1) 10 days Administrative Leave. This leave may be used during the term of this Agreement as needed, however, no monetary value will affix to this leave, such that if the days have not been used at the termination of this Agreement, no money will be owed for the unused days.

Employee shall not be provided a vehicle allowance, auto expense or auto related reimbursement. Additionally, Employee shall not have any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Employee expressly waives any claim Employee may have to any such rights.

6. Reimbursement. City shall reimburse Employee for any City Council prior-approved activities according to standard City policy and practices and for all actual and necessary expenses he incurs in the performance of his official duties as Interim City Manager.

7. Non-Assignment. Employee's duties and obligations under this Agreement are personal and not assignable.

8. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties and contains all of the terms and conditions of the parties' agreement. This Agreement is the complete and final expression of the parties' agreement and supersedes all prior or contemporaneous oral or written negotiations, discussions, representations, or agreements, if any. Employee acknowledges that he has not relied on any promises, statements, representations, or warranties except as set forth expressly in this document.

This Agreement, and any and all terms and conditions contained herein, may only be changed, revoked, amended, or suspended by a written document signed by both Employee and the Mayor following approval of the City Council.

9. Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Kings. In the event of litigation in a U. S. District Court, venue shall lie exclusively in the Eastern District of California, in Fresno.

10. Attorney's Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

11. No Waiver. No party's failure to enforce any provision or provisions of this Agreement will be construed in any way as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every provision of this Agreement

12. Partial Invalidity. The invalidity or unenforceability of any provision or portion of this Agreement will not affect the validity or enforceability of the other provisions or portions of this Agreement.

13. Interpretation. No interpretation or construction of any provision or provisions of this Agreement will be influenced by the identity of the party drafting the Agreement.

14. Headings. Paragraph headings used in this Agreement are for convenience only and shall not be considered part of the terms of this Agreement.

15. Indemnity. The City shall defend, indemnify and hold harmless the Employee from all claims and lawsuits that arise out of Employees work for the City under this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF LEMOORE

By _____
Mayor, Lois Wynne

ATTEST:

City Clerk, Mary J. Venegas

APPROVED AS TO FORM:

City Attorney

EMPLOYEE

Ron Hoggard