

## **EMPLOYMENT AGREEMENT FOR CITY MANAGER**

As of July 1, 2007, the **City of California City**, herein "City," and **William W. Way, Jr.**, herein "Employee," agree as follows:

### **1. Purpose.**

City hereby employs Employee as City Manager to perform the functions and duties specified in the California City Municipal Code and to perform other legally permissible and proper duties and functions.

### **2. Term.**

(a) Employee serves at will for a three-year term.

(b) City shall advise Employee six months or more prior to expiration of this contract of an intent to extend this contract, enter into a new contract, or to allow this contract to lapse at termination. If City does not indicate an intention regarding this contract six months or more prior expiration, this contract shall automatically be extended by three years.

### **3. Compensation.**

(a) City will pay Employee an annual base salary of \$110,000 (with 3% maximum annual performance increases), payable in installments at the same time the other management employees of the City are paid. If other management employees receive a cost of living adjustment ("COLA"), Employee will also receive COLA.

(b) This agreement shall be automatically amended to reflect salary adjustments required by the City's compensation policies.

(c) Consideration shall be given during the annual performance evaluation to adjust compensation.

### **4. Fringe Benefits.**

(a) The City should pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and dependents equal in value to the benefits provided to other employees. The City shall put into force and pay premiums for short-term and long-term disability coverage for the Employee.

(b) The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the City.

(c) Employee will receive \$800.00 in a Cafeteria Benefit Plan to pay for premiums for health care, dental, vision, life insurance, and other optional benefits as chosen by employee

(d) City shall pay the cost of premium for life insurance policy in the benefit amount of \$100,000.00.

**5. Administrative, Vacation and Sick Leave.**

Upon commencing employment, the Employee shall accumulate 12 hours of administrative leave for each month of service, eight hours of vacation leave for each month of service (but not to exceed 20 days), and eight hours of sick leave for each month of service, not to exceed 480 hours of sick leave accumulation. City shall give, at Employee's request, a payout of 50% at the end of each year of sick leave hours not used.

**6. Automobile.**

(a) The Employee's duties require unrestricted use of an automobile.

(b) The City shall cover liability, property damage, and comprehensive insurance, for a full-size automobile furnished by the employee during the time that the employee is driving on City business.

(c) The City shall provide Employee with an annual car allowance of \$6,000.

For any trip over 200 miles one-way, the City will provide a gas card.

**7. Retirement.**

The City shall enroll the Employee into PERS and make contributions on the Employee's behalf on the same basis as other City employees. Employee will pay the employee contribution.

**8. General Business Expenses.**

City shall pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the City.

City shall pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for the City, including, but not limited to, the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state and local governmental groups and committees in which Employee serves as a member.

**9. Termination.**

On the termination by reason of involuntary removal from service, other than for willful misconduct in office, the City Manager shall receive cash severance pay in a lump sum equal to six months' pay if the termination occurs during the first three years of employment and eight months' pay thereafter. Such pay shall be computed at the highest salary received by the City Manager during service with the City. For the purposes of this section, "involuntary removal from service" shall mean and include reductions in pay not applicable to all employees. **(Sec. 2-3.208 (c) CCMC).**

**10. Resignation.**

The Employee shall provide a minimum of thirty days' notice of resignation unless the parties agree otherwise.

**11. Performance Evaluation.**

The City Council and Employee shall semi-annually, during October and April, review the performance of the Employee with the intent of clarifying successes, goals and objectives for the City.

**12. Hours of Work.**

The Employee must devote a great deal of time outside the normal office hours on business for the City, and to that end, Employee shall be allowed to establish an appropriate work schedule.

**13. Outside Activities.**

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consultant or teaching opportunities provide indirect benefits to the Employer and the Community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding provided such arrangements shall not interfere with a conflict with responsibilities under this Agreement.

**14. Moving and Relocation Expenses.**

(a) Employee agrees to establish and maintain residence within the boundaries of the City.

**15. Other Terms and Conditions of Employment.**

The City, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code of the City of California City, or any other law.

**16. Notices.**

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

City:

City of California City  
Attn: City Manager  
21000 Hacienda Blvd.  
California City, CA 93505

Employee:

William W. Way, Jr.  
21850 97<sup>th</sup> Street  
California City, CA 93505

Alternatively, notice 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 notice in the course of transmission in the Under States Postal Service.

**17. Miscellaneous.**

(a) This Agreement sets forth and establishes the entire understanding between the City and the Employee relating to the employment of the Employee by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

(b) This Agreement shall be binding on the City and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

(c) This Agreement shall become effective on the date first above written.

(d) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

**THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE WRITTEN FIRST ABOVE.**

**Employee:**  
**William Way, Jr.**

**City:**  
**CITY OF CALIFORNIA CITY**

\_\_\_\_\_  
William Way, Jr.

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Mayor

Approved as to Form By:

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City Attorney