



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Employment Contract Agreement for the Position of City Attorney

MEETING DATE: October 4, 1995

PREPARED BY: Deputy City Attorney

RECOMMENDATION: That Council, by motion action, approve the attached contract agreement for the position of City Attorney.

BACKGROUND: Council has appointed Randall A. Hays to the position of City Attorney for the City of Lodi.

FUNDING: N/A

Respectfully submitted

Stephen J. Mann
Mayor

SJM/pn
Attachment

APPROVED: _____

THOMAS A. PETERSON
City Manager

AGREEMENT

This agreement is made and entered into October 09, 1995, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and Randall A. Hays, hereinafter called "Employee"; both of whom agree as follows:

RECITALS:

It is the desire of the City to retain the services of Employee and to provide inducement for him to remain in such employment, to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security and to provide a just means for terminating Employee's services.

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

1. General: City hereby agrees to employ Employee as City Attorney of City and Employee agrees to perform the functions and duties the City Council shall from time to time assign to him.
2. Assumption of Duties: Employee shall assume the duties of City Attorney on October 09, 1995.
3. General Duties: Employee has the duty to perform the functions and duties of a City Attorney as specified in the California Government Code, Rules of Professional Conduct for Attorneys and other state and local statutes, and to act as chief legal advisor to City, and to perform such other legally permissible duties and functions as the City Council shall from time to time assign.
4. Exclusive Employment: Employee has the duty and herein commits to devote his full time and energies in the best interest of the City, and to act in accordance with the duties and responsibilities of the position of City Attorney.
5. Compensation: City agrees to pay Employee a salary of \$84,000.00 per year, which sum may be adjusted from time to time by action of the City Council, payable in twenty-six (26) equal installments at the same time as other City employees are generally paid.
6. Automobile: Employee shall not be provided an automobile or automobile allowance. Employee shall be reimbursed for travel expenses in accordance with City's travel policies.
7. Relocation Expenses: City agrees to reimburse Employee for up to \$5,000.00 in actual expenses incurred as a result of Employee's relocation from his present residence to a home in the Lodi area.
8. Dues, Subscriptions and Memberships: City shall pay Employee's California Bar Association dues, Minimum Continuing Legal Education expenses (MCLE) and such other professional dues, subscriptions and memberships in such organizations as may be necessary for Employee to maintain professional relationships in appropriate national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement and benefit to the City.
9. General Expenses: Employee shall be permitted to attend conferences, seminars and/or other such meetings, the reasonable costs of which shall be paid by City. Employee shall also be reimbursed by City for reasonable out of pocket expenses incurred in the course and scope of his employment.
10. Vacation Leave: Employee shall be granted paid vacation leave in the amount of 15 days per year at the same rate of accumulation granted all other City employees. Upon termination or resignation of employment, Employee or those entitled to his estate, shall receive a lump sum payment for unused or accumulated vacation time to his credit at his rate of pay as of his date of termination.

11. Sick Leave: Employee shall be granted 10 days of sick leave per year which will accrue at a rate of 3.08 hours per pay period. Employee's sick leave shall be convertible as provided in Article XIII of the City of Lodi Management and Mid-Management Statement of Benefits, November 1994.
12. Administrative Leave: Employee shall be granted eighty (80) hours of administrative leave per year. Upon termination or resignation of employment, Employee or those entitled to his estate, shall receive a lump sum payment for unused or accumulated administrative leave to his credit at his rate of pay as of his date of termination.
13. Holidays: Employee shall receive twelve and one half (12 1\2) paid holidays per year credited in the same manner as all other City employees.
14. Retirement: City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount required by it and Employee's contribution of seven (7) percent to the membership contract with PERS for each pay period.
15. Insurance: Employee shall receive \$235.00 per pay period which Employee may use at his sole option to purchase medical insurance, dental insurance, chiropractic insurance, optical insurance, life insurance, long term disability insurance or any other similar benefit which may be made available to Employee by the City. If the benefits purchased by Employee pursuant to this paragraph should cost less than \$235.00 in any given pay period Employee shall receive the differential as salary. If the benefits purchased by Employee pursuant to this paragraph should cost more than \$235.00 in any given pay period Employee shall pay the differential as a deduction from his salary payable during that pay period.
16. Severance Pay: In the event Employee is terminated by the City Council within the first twelve (12) months of his employment under this contract and Employee remains willing and able to perform the functions and duties of City Attorney, City agrees to pay to Employee a lump sum cash payment equal to three (3) months salary. In the event Employee is terminated by the City Council after the first twelve (12) months of his employment under this contract and Employee remains willing and able to perform the functions and duties of City Attorney, City agrees to pay to Employee a lump sum cash payment equal to six (6) months salary. However, notwithstanding the above, if Employee is terminated due to retirement, insubordination, incapacity, dereliction of duty, addiction to a controlled substance or alcohol, conviction of a crime involving moral turpitude or involving personal gain to him, or a breach of this agreement, City shall have no obligation to pay any severance provided in this section.
17. Employment Term:
 - a) Employee is an "at will" employee and shall serve at the pleasure of the City Council;
 - b) Except as provided in Section 16, nothing in this agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of Employee;
 - c) Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position of City Attorney, subject only to the provisions set forth in Section 18 of this contract.
18. Resignation: In the event Employee terminates this agreement by voluntary resignation of his position with City, Employee shall not be entitled to severance pay otherwise provided in Section 16 of this contract. In the event Employee voluntarily resigns his position with City, he shall give City at least thirty (30) days advance written notice and shall be entitled to all earned salary and in-lieu vacation leave.
19. Other Terms and Conditions: All provisions of the City of Lodi Municipal Code, official policies and regulations and rules of City relating to vacation, retirement systems contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other management employees of City in addition to said benefits set out in this contract.

- 20. Severability: If any provision, or any portion of any provision of this contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion hereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect.
- 21. Integrated Agreement: This writing contains the entire agreement between the parties, and all prior or contemporaneous agreements, understandings or discussions relative to this agreement are hereby superseded.
- 22. Modification: No modification of this agreement shall be valid unless said modification is in writing and signed by the party to be charged.
- 23. Notices: All written notices required pursuant to this agreement shall be delivered to: City Clerk, City Hall, P.O. Box 3006, 221 West Pine Street, Lodi, CA 95241.
- 24. Execution: IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this agreement to be signed and executed on its behalf by the Mayor, and Employee has signed and executed this agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

EMPLOYEE:

By: _____
 Stephen J. Mann
 Mayor

 Randall A. Hays
 City Attorney

Attest:

Approved as to Form:

 Jennifer M. Perrin
 City Clerk

 John W. Stovall
 Interim City Attorney