

AGREEMENT NO. _____

CITY MANAGER'S CONTRACT

THIS AGREEMENT is made and entered into on _____ by and between the **CITY OF BAKERSFIELD**, a municipal corporation, hereinafter called "**EMPLOYER**", and **CHRISTIAN CLEGG** an individual, hereinafter called "**EMPLOYEE**".

R E C I T A L S

WHEREAS, EMPLOYER is a charter city of the State of California; and

WHEREAS, EMPLOYER, in accordance with the provisions of Article IV, Section 34 of the Charter, desires to employ the services of EMPLOYEE as the City Manager; and

WHEREAS, EMPLOYEE desires to accept employment as the City Manager for the City of Bakersfield; and

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

NOW, THEREFORE, incorporating the forgoing recitals herein, the parties agree as follows:

SECTION 1.

DUTIES

City Council hereby agrees to employ EMPLOYEE as City Manager of the City of Bakersfield to perform the functions and duties specified in the Bakersfield City Charter, the Bakersfield Municipal Code 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 dignity of the Office of City Manager as the City Council shall from time to time assign.

SECTION 2.

TERM

A. The term of this Agreement shall be from March 2, 2020 until terminated by either party in accordance with the provisions set forth herein. During the term of this Agreement, EMPLOYEE shall be a full-time City Manager.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of EMPLOYEE

at any time, at the sole discretion of the City Council, as provided in Section 37.5 of the City Charter, provided however, that in the event of termination, EMPLOYER shall give EMPLOYEE a lump-sum payment of eight (8) months' salary and should he elect, cover the premiums for eight (8) months of health, dental, and optical, insurance under COBRA. Accrued benefits would be paid off in accordance with policies in effect for other employees in the City's Management Group.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of EMPLOYEE to resign at any time, provided EMPLOYEE gives 30 (thirty) days written notice to EMPLOYER prior to the effective date of resignation.

SECTION 3.

SALARY

A. EMPLOYER agrees to pay EMPLOYEE for services rendered as provided herein an annual base salary of TWO HUNDRED FORTY THOUSAND Dollars (\$240,000.00), payable in installments at the same time as other employees of the City are paid.

SECTION 4.

PENSION

EMPLOYEE agrees to pay 8% of EMPLOYEE's portion of the contribution to the Public Employees Retirement System. EMPLOYER shall contribute 8% of EMPLOYEE's base salary into the deferred compensation plan of EMPLOYEE's choice annually.

SECTION 5

HEALTH INSURANCE

EMPLOYER agrees to provide EMPLOYEE with the same health, dental, optical, and life insurance coverage as is provided to other employees in the City's Management Group.

SECTION 6.

AUTOMOBILE

EMPLOYER shall pay EMPLOYEE an annual automobile allowance as is provided to other employees in the City's Management Group payable in installments at the same time as other employees of the City are paid.

SECTION 7.

EXPENSES

A. EMPLOYER agrees to budget and to pay the professional dues and subscriptions of EMPLOYEE reasonably necessary for EMPLOYEE's continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for EMPLOYEE's continued professional participation, growth and advancement or for the good of this City.

B. EMPLOYER hereby agrees to budget and to pay the travel and subsistence expenses of EMPLOYEE for official travel, meetings, and occasions reasonably adequate to continue the professional development of EMPLOYEE and to reasonably pursue necessary official and other functions for City, including but not limited to national, regional, state and local conferences, governmental groups and committees thereof which EMPLOYEE serves as a member.

SECTION 8.

VACATION AND SICK LEAVE

EMPLOYEE will receive a one-time 80-hour vacation credit and a one-time 80-hour sick leave credit upon the start of employment. EMPLOYEE's accumulation of, use of and pay-off for vacation and sick leave shall be governed by the rules and regulations in effect for employees in the City's Management Group.

SECTION 9.

ADMINISTRATIVE LEAVE

EMPLOYER agrees to provide EMPLOYEE with ten (10) days of annual administrative leave. Additional administrative leave may be authorized by the City Council. Unused administrative leave can neither be reimbursed nor carried over to the next year.

SECTION 10.

PERFORMANCE EVALUATION

A. The City Council shall conduct a performance evaluation of EMPLOYEE beginning September 2020 and annually thereafter. Said reviews and evaluations shall be of specific criteria developed jointly by the City Council and EMPLOYEE. Said criteria may be added to or deleted as the City Council may from time to time determine in consultation with EMPLOYEE. The City Council may, in its sole discretion, conduct a performance evaluation of EMPLOYEE at

any time in between the annual performance evaluations.

B. In recognition of accomplishments of objectives and performance, merit salary increases in an amount not to exceed 5% may be granted.

SECTION 11.

DISABILITY

A. EMPLOYEE is entitled to the same disability insurance as is provided to other employees in the City's Management Group.

B. If EMPLOYEE is permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave and vacation, the City Council shall have the option to terminate this Agreement, and, if EMPLOYEE's disability does not qualify for compensation under the State Workers' Compensation law, EMPLOYEE shall receive the severance pay requirements of Section 2, and any accrued sick leave, vacation, holidays, and other accrued benefits except as limited by Section 8.

SECTION 12.

RELOCATION ASSISTANCE

A. Upon the presentation of valid receipts EMPLOYEE shall receive a lump-sum payment of \$5,000 to relocate from his present location to Bakersfield, California.

SECTION 13.

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City Council, in consultation 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 EMPLOYEE, provided that such other terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, the City Municipal Code, or any other law.

B. Benefits and working conditions applicable to employees in the City's Management Group, as such rules now exist or hereafter may be amended, shall apply to EMPLOYEE, except where such benefits and working conditions are inconsistent with the terms contained herein.

SECTION 14.

INDEMNITY

EMPLOYER shall defend, save, hold 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 City Manager. If EMPLOYER compromises or settles any such claim or suit EMPLOYER shall pay the amount of any settlement, or if the claim or suit results in a judgment against EMPLOYEE, EMPLOYER shall pay any such judgment. This indemnification does not apply to any act, action or omission arising out of the gross negligence, willful misconduct on the part of EMPLOYEE, or acts of EMPLOYEE outside the course and scope of EMPLOYEE's duties.

SECTION 15.

GENERAL PROVISIONS

A. This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be amended or modified only by a writing approved by the City Council and signed by all necessary parties.

B. The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

C. This Agreement shall be binding upon and inure, where applicable, to the benefit of the heirs at law and executor of EMPLOYEE.

D. This Agreement shall not be assigned or subcontracted by either party without the consent of the other party. Consent may be denied for any reason or no reason at all.

E. Should any provision, section, or subsection of this Agreement be declared invalid or unenforceable by any court of competent jurisdiction, such ruling shall not affect any other provision hereof, and the unaffected provisions shall remain in full force and effect.

SECTION 16.

NOTICES

All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows or at any other address designated by notice:

EMPLOYER: City of Bakersfield
1600 Truxtun Avenue
Bakersfield, CA 93301

EMPLOYEE: Christian Clegg
238 E. Canterbury Drive
Stockton, CA 95207

This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

"EMPLOYEE"

By: _____
KAREN GOH
Mayor

By: _____
CHRISTIAN CLEGG

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director