

CITY MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is entered into as of the ___ day of _____, 2013, between the City Council of and on behalf of the City of Needles (the “City” or the “City Council”) and Richard A. Daniels (the “City Manager” or the “Employee”). The above-named parties hereby mutually agree and promise as follows:

I. TERM.

The City hereby employs the Employee as City Manager for a term of three (3) years commencing on or before September 16, 2013, and continuing through September 16, 2014 (the “Term”), unless the Agreement is renewed in a writing executed by the parties.

II. SALARY.

City Manager’s salary shall be one hundred ninety seven thousand dollars (\$197,000) per year, which sum shall be paid pursuant to the procedures regularly established, and as they may be amended by the City in its sole discretion. On each anniversary of this Agreement (on September 16), the salary shall increase by ten thousand dollars (\$10,000).

III. DUTIES

Employee shall perform the duties of the City Manager as prescribed by the Municipal Code. In addition to the powers and duties set forth in the Municipal Code, the City Manager shall have such powers and duties which are delegated to him by the City Council. The City Manager shall execute all powers and duties in accordance with the policies adopted by the City Council and the State of California Government Code.

IV. CITY MANAGER AND COUNCIL RESPONSIBILITIES.

The City Manager shall be the chief executive officer of the City. As such, the City Manager shall have the responsibility for implementing City Council policy, whereas the City Council shall retain the responsibility for formulating and adopting said policy.

V.

OTHER DUTIES.

The City Manager (or designee) shall: (1) review all policies proposed to the City Council and make appropriate recommendations to the Council; (2) periodically evaluate employees as provided for by California law and City policy; (3) advise the Council of possible sources of funds that might be available to implement present or contemplated City programs or services; (4) maintain and improve his professional competence by available means, including subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities; (5) establish and maintain an appropriate community relations program; and (6) serve as liaison between the Council and as its designated representative with respect to all employer-employee matters, and make recommendations to the Council concerning those matters. Notwithstanding that a designee of the City Manager may perform said duties, the City Manager shall be the person ultimately responsible to the Council for the proper implementation of the duties and responsibilities described in this Agreement. The City Manager shall also serve as the City's [Director of Public Utilities](#), and the executive director of the Needles Public Utilities Authority and the Successor Agency of the Needles Redevelopment Agency.

VI.

OUTSIDE PROFESSIONAL ACTIVITIES.

City Manager, with prior approval of the City Council, may undertake outside professional activities for compensation, including consulting, teaching, training, speaking and writing provided they do not interfere with City Manager's normal duties and are done only during non-business hours, personal leave or holiday time of City Manager and are not done with any existing vendors or contractors of the City. Under no circumstances shall such outside activities create a conflict of interest with the duties of the City Manager and the interests of the City.

VII.

EVALUATION.

City Manager shall meet with the City Council in closed session annually, on or around each anniversary date of the Agreement, to review the City Manager's performance and to discuss the City Council's evaluation of said performance. Notwithstanding, the failure to

conduct this annual evaluation shall not inhibit any party's ability to terminate this Agreement pursuant to Section VIII below. Additional closed sessions may be scheduled at the direction of the City Council to discuss the Employee's performance as deemed necessary by the City Council.

VIII. TERMINATION.

City Manager shall serve at the will and pleasure of the City Council and may be removed from office (terminated) at any time for any reason or no reason upon a majority vote of the City Council. Nothing in this Agreement shall prevent the City Council from terminating this Agreement and the services of City Manager at its sole discretion.

A. Notice of Termination

In the event City Manager is terminated by the City during the term of this Agreement, during which time Employee is willing and able to perform his duties under this Agreement, the City Council agrees to provide Employee notice in writing fifteen (15) days prior to the date this Agreement and the employment of the City Manager are to be terminated. In the alternative, in lieu of the above described notice, the City may, following provision of notice of termination, immediately release the employee from his/her employment with the City by providing City Manager with: (1) twelve (12) months' salary; and (2) continuation of all existing health benefits currently offered the Employee, for the lesser of twelve (12) months or until City Manager finds other comparable employment. (The salary and benefits shall be referred to collectively as "Severance Pay.") However, should there be less than twelve (12) months remaining on the unexpired term of this Agreement, the Severance Pay shall instead be equal to the number of months left on the unexpired term of the Agreement. In exchange for the Severance Pay, the City Manager hereby expressly waives any right he may have under any applicable law, City policy, or otherwise to appeal or grieve his termination and the terms of this Agreement.

The above severance provisions are intended to comply with the provisions of Government Code section 53260, et seq.

B. Termination for Cause

In the event that it is determined that City Manager has been terminated for cause, the City Manager shall not be entitled to any Severance Pay. Termination shall be for "cause" if City Manager: (i) acts in bad faith and to the detriment of the City; (ii) refuses or fails to act in accordance with any specific direction or order of the City Council; (iii) continues in the poor performance of his duties despite Council efforts to correct any deficiencies; (iv) exhibits misconduct or dishonesty in regard to his employment; or (v) is convicted of a misdemeanor or felony crime. In case of his intended removal, the City Manager shall be furnished with a written notice stating the City Council's intention to remove him and the reasons therefore, at least thirty (30) days before the effective date of removal. Within fifteen (15) days after the furnishing of City Manager of such notice, he may, by writing, addressed to the City Council and delivered to the City Clerk, request a hearing before the City Council, where the sole issue shall be whether there is sufficient "cause" for the termination and the sole remedy whether City Manager is entitled to Severance Pay. Thereupon, the Mayor shall fix a time for such hearing. Such hearing shall be held at the usual meeting place of the City Council, before the expiration of the aforesaid thirty (30) day period and the City Manager may attend and be heard. After furnishing the City Manager with written notice of his intended removal from office, the City Council may suspend him from further duty, but his compensation shall continue until his removal by motion of the City Council, duly made and passed following the close of the public hearing.

C. Resignation

If City Manager desires to resign his position, he will provide the City Council with at least thirty (30) calendar days' notice, in writing. In the event that the City Manager resigns from his employment with the City, City Manager shall not be entitled to any Severance Pay.

D. Expiration of Agreement

Unless renewed in a writing signed by the Employee and the City, this Agreement shall expire upon expiration of the Term.

E. Statutory Obligations: Abuse of Office or Position.

Pursuant to Government Code section 53243, et seq. which became effective on January 1, 2012, if City Manager is convicted of a crime involving an abuse of his/her office or position, all of the following shall apply: (1) if City Manager is provided with administrative leave pay pending an investigation, City Manager shall be required to fully reimburse such amounts paid; (2) if the City pays for the criminal legal defense of City Manager (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), City Manager shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that City Manager may receive from the City shall be fully reimbursed to the City. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code.

X. FRINGE BENEFITS.

A. Time Off. City Manager shall be provided with paid time off, including vacation, sick leave and paid holidays equivalent to that of a twenty-year management employee. Additionally, city manager shall be provided 80 hours per calendar year administrative leave, pro-rated for portions of a calendar year, on a non-accrual and non-cumulative basis.

B. Health Benefits: City manager shall receive same health benefits as other management employees.

C. CalPERS. City manager shall receive the same CalPERS benefit as other management employees, except that city manager shall only pay the following portions of the employee's 7% contribution: 3% for the first year and 2% for the second and third years.

D. Professional Membership. The City shall pay the City Manager's dues for his membership in the such organizations as are agreed upon with the City Council.

E. Automobile Allowance . City manager shall be provided with a city vehicle for City-related business and/or functions during, before and after normal work hours.

F. Technology. Laptop computer with remote access capability to city computer system and cell phone or allowance

G. Exclusive Consideration. All compensation, benefits and comparable payments to be provided to the City Manager under this Agreement shall be less withholdings required by law and shall be provided subject to any rules, regulations, agreements, or policies established by the City Council, as amended from time to time at its discretion. The City Manager shall be entitled to no benefits and compensation other than as set forth above.

XI. GENERAL PROVISIONS.

A. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the employment of the City Manager by the City and contains all of the covenants and agreements between the parties with respect to the employment of City Manager by the City.

B. Each party agrees and acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

C. Any modifications of this Agreement will be effective only if made in writing and signed by both the City Manager and the City.

D. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the ___ day of _____ 2013.

“CITY”

“EMPLOYEE”

CITY OF NEEDLES

RICHARD A. DANIELS

By: _____

By: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney