

**CITY OF CHOWCHILLA
CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

This Agreement (“Agreement”) is entered into between the City of Chowchilla, a general law City and Municipal Corporation of the State of California (“City”) and Rod Pruett, with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

WHEREAS, Rod Pruett currently serves as both the Interim City Administrator and as the Finance Director for the City of Chowchilla.

WHEREAS, Rod Pruett desires to become the City Administrator of the City of Chowchilla, and the City desires to appoint Rod Pruett as City Administrator of the City of Chowchilla, subject to the terms and conditions of this Agreement.

WHEREAS, the City of Chowchilla is a Council/Administrator form of government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, City and Mr. Pruett agree as follows:

1. Employment. City employs Mr. Pruett as the City Administrator, effective January 14, 2020 through January 14, 2023. Mr. Pruett will be a contract employee serving at the pleasure of the City Council subject to the terms and conditions set forth herein. Mr. Pruett’s employment with City as City Administrator is at the mutual consent of both Mr. Pruett and City. There are no express, parol, unwritten or implied agreements contrary to the foregoing.

2. Duties and Professional Conduct. Mr. Pruett shall have the powers and shall perform the duties prescribed in the City’s ordinances (as amended from time to time), rules, regulations and City policies for the City Administrator position. Mr. Pruett shall also perform such additional responsibility as may be assigned by the City Council. In his capacity as City Administrator (subject to CalPERS rules and regulations).

3. Term of Employment and Termination.

a. Term. The term of this Agreement shall continue unless earlier terminated as set forth herein. It is expressly understood and agreed that Mr. Pruett serves as a contract employee of the City, and that subject to the provisions set out below, he may be terminated from the City Administrator position at any time by a super majority of the City Council, with or without cause, and without any rights to a hearing or an appeal. Mr. Pruett may also resign as City Administrator with thirty (30) days written notice to the City Council.

b. Termination Without Cause and Severance. If Mr. Pruett is able and willing to perform his duties as specified in this Agreement, and the City Council elects to terminate Mr. Pruett without cause (as defined below), City shall provide Mr. Pruett with the following severance package: severance pay equal to six (6) months’ salary payable in

a lump sum with deductions as required by law; all unused accrued vacation and administrative leave; any other payments required to be made under City policies and applicable law available to all employees; and six (6) months of COBRA health insurance premiums.

City and Mr. Pruett agree that the damages to Mr. Pruett which may result from termination of this Agreement without cause cannot be readily ascertained, and therefore agree that the payments made pursuant to this subsection constitute reasonable liquidated damages for Mr. Pruett and fully compensates Mr. Pruett for all tort, contract, and other damages of any nature whatsoever, whether in law or equity. City and Mr. Pruett agree that City's completion of its obligations under this subsection constitutes Mr. Pruett's sole remedy under the Agreement to the fullest extent provided by law.

c. Termination for Cause. If Mr. Pruett is terminated for cause, Mr. Pruett shall not be entitled to the severance described in Section 3, subsection b.

d. For Cause Defined. For cause shall mean any of the following: (i) the refusal to follow the lawful directions of the Council; (ii) willful breach and habitual neglect of the office of the City Administrator, including, but not limited to, repeated unexcused absences from the City Administrator's office and/or repeated failures to perform the duties described in this Agreement; (iii) conviction of a felony; (iv) conviction of a misdemeanor crime involving acts of moral turpitude; and (v) willful misconduct. A plea of no contest or nolo contendere shall be considered a conviction.

e. Termination Following an Election or Appointment. Notwithstanding anything herein to the contrary, the City may not terminate Mr. Pruett, without cause, during the 90-day period following a general or special election or following the appointment of a new Council Member.

f. Termination Defined. Termination shall mean: (i) termination from the City Administrator position at any time by a super majority of the City Council; or (ii) a request by the super majority of Council that the City Administrator resign. Termination shall not mean a percentage reduction of salary or a reduction of benefits generally applicable to all other management employees.

g. Conviction of Crime Involving Abuse of Office. If Mr. Pruett is paid any severance or other payment relating to the termination of his employment as City Administrator, and Mr. Pruett is subsequently convicted of any crime involving an abuse of his office during which time he served as the City Administrator, then such severance or other payment shall be fully reimbursed to the City. This paragraph shall survive expiration or termination of the Agreement.

h. Resignation. Mr. Pruett may voluntarily resign at any time from his position as City Administrator with the City provided that he gives the City not less than thirty (30) calendar days' written notice in advance of the effective date of resignation. Once given, notice of resignation may not be withdrawn. If Mr. Pruett resigns from his position as City Administrator, he foregoes any and all rights to severance pay.

i. Finance Director Position. By entering this Agreement, Mr. Pruett voluntarily relinquishes and hereby terminates any and all rights he may have, if any, to the position of Finance Director, including any “bumping” rights or any other right to return to the position of Finance Director while serving in the City Administrator Position.

4. Compensation and Benefits.

a. Salary. While serving as the City Administrator, City shall pay Mr. Pruett an annual salary of One Hundred Fifty One Thousand Seventy Seven Dollars and Sixty Cents (\$151,777.60) with no education incentive applied, payable in installments at the same time and under the same conditions as other employees of the City are paid. Mr. Pruett shall continue to receive the longevity incentive pay and the CPA incentive pay and shall be eligible to receive any other incentive pay as set forth in the Mid-Management MOU aside from those incentives required for the City Administrator position.

b. Overtime. Mr. Pruett shall be an exempt managerial employee and not subject to any overtime compensation under State law or the Fair Labor Standards Act.

d. Pension and Retirement. City shall provide Mr. Pruett with the same retirement benefits provided to other management employees of the City.¹

e. Health and Other Insurance. City shall provide Mr. Pruett with the same health benefits provided to other management employees of the City.

f. Management Leave. Upon commencement of this Agreement, Mr. Pruett shall retain all management leave already accrued. Thereafter, Mr. Pruett shall accrue management leave at the rate of 280 hours per year (capped at 560 accrued hours) with cash out rights in accordance with City Policy (currently at 80 hours per year).

g. Sick Leave. Upon commencement of this Agreement, Mr. Pruett shall retain all sick leave already accrued. Thereafter, Mr. Pruett shall accrue sick leave at the same rate and in the same manner as Mid-Management Team members.

h. Vehicle Expense. City shall provide Mr. Pruett with an automobile allowance of Five Hundred Dollars and Zero Cents (\$500.00) per month in lieu of a City vehicle or the use thereof.

i. Professional Development. City agrees to pay the professional dues (including, but not limited to State Board of Accountancy fees and dues), subscriptions, travel and other business expenses of Mr. Pruett reasonably necessary for his continued and full participation in national, regional, state and local associations, professional organizations, governmental groups and committees thereof for the good of the City in accordance with the approved budget.

¹ City currently participates in the Public Employees Retirement (PERS) under a Two Percent (2%) Sixty Two (62) formula for Classic PERS members (subject to future adjustments/change).

j. Performance Review and Compensation Adjustments. Mr. Pruett's performance shall be reviewed annually by the City Council. Following the annual performance evaluation, the City Council shall, adjust Mr. Pruett's salary in accordance with the Mid-Management MOU if Mr. Pruett has received an overall rating of satisfactory on his evaluation. If Mr. Pruett has not received a performance evaluation within thirty (30) days of his Anniversary employment date as City Administrator, he will be treated as having a satisfactory performance evaluation review for purposes of a salary increase, but only if Mr. Pruett provides written notice to the City Council that his performance evaluation review is due, which notice shall be provided at least 90 days prior to his employment anniversary date.

The City Administrator shall also receive the same Cost of Living Increase annually as set forth in the Mid-Management MOU regardless of the performance evaluation.

5. Office and Time Spent. Mr. Pruett shall maintain an office in City Hall and shall work at minimum, forty (40) consecutive hours per week in the performance of his duties for the City as is necessary or may be required from time to time by the City Council. Mr. Pruett is expected to devote necessary time outside normal office hours to the business of City. It is understood Mr. Pruett will from time to time work in excess of forty (40) hours per week. To that end, Mr. Pruett will be permitted to adjust his schedule accordingly. Mr. Pruett shall not engage in outside employment without prior written approval of the City Council, which approval, or not, is in the sole discretion of the City Council. Any such approval given may be withdrawn at any time by the City Council. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, Mr. Pruett may accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither interfere with nor constitute a conflict of interest with his responsibilities under this Agreement.

6. Bonding. City shall bear the full cost of any fidelity or other bonds required of Mr. Pruett to perform his duties pursuant to this Agreement under any law or ordinance.

7. Notices. Any notices required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given and deemed served upon the other party if sent by United State Postal Service, first class postage prepaid, and addressed as follows:

TO CITY: City Council
 c/o City Attorney
 City of Chowchilla
 130 S. 2nd Street
 Chowchilla, CA 93610

TO EMPLOYEE: Rod Pruett
 City Administrator
 City of Chowchilla
 130 S. 2nd Street
 Chowchilla, CA 93610

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the US Postal Service.

9. General Provisions.

a. Governing Law and Venue. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be the state courts located in Madera County, California.

b. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied not contained in this Agreement.

c. No Assignment. Mr. Pruett may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.

e. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provision of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates following their signature.

CITY ADMINISTRATOR:



Rod Pruett

January 14, 2020

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CITY OF CHOWCHILLA:



Waseem Ahmed, Mayor

January 14, 2020