EMPLOYMENT AGREEMENT BETWEEN THE CITY OF AUBURN AND JOHN RUFFCORN, PUBLIC SAFETY DIRECTOR AGREEMENT

1. Effective Date

This Agreement shall become effective when it has been executed by the Department Director and the City Manager and duly approved by Resolution of the City Council. This Agreement shall be effective for a one year period from August 24, 2015 to August 24, 2016 with a two-year extension to the Agreement in which the employer agrees to commence renegotiations 3 months prior to its termination date. The Department Director will continue to serve as an at-will employee and nothing herein shall be taken to imply or suggest guaranteed tenure.

2. Term of Employment

Pursuant to the provisions of the Auburn Municipal Code Section 31.058(I), Department Directors shall serve at the pleasure of the City Manager and on an "at will" basis during the term of this Agreement, subject to the terms and provision of this Agreement as set forth below.

3. Duties; Hours of Work

A. Department Director shall perform those functions and duties as specified in job classification and by direction of the City Manager. Department Director shall perform such duties in accordance with the highest professional and ethical standards of the Department Director position. Department Director shall not engage in any activity that is, or which may become, incompatible with the City of Auburn, as provided by federal, state, and local law. During the term of this Agreement, Department Director shall be exclusively employed by the City, unless prior written authorization otherwise is received from the City Manager, which authorization will not be unreasonably withheld.

B. Department Director shall maintain a regular work schedule consistent with that approved for other Department Directors of the City. Department Director's duties may involve expenditures in time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at City Council and Commission meetings. Department Director shall not be entitled to additional compensation for this time.

4. Compensation

A. Department Director shall receive an annual base salary of $156,168, payable in equal semi-monthly payments to be made at the same time as other employees are paid.

B. Department Director's compensation shall be reviewed with the City Manager at least annually in connection with the annual review or at any other times as may be determined by the City Manager. Further it is understood that it is the intent of the City Manager to increase salary within the Control Points range, or increase other benefits referred to in this Agreement, dependent upon the quality of job performance by Department Director.

C. Salary increases may be revoked in the event Department Director receives an unsatisfactory evaluation, either at the annual evaluation or at any additional evaluation completed by the City Manager.

D. The City Manager may, on an annual basis, award special performance one-time cash bonuses not to exceed 15% of Director's base salary. These one-time cash bonuses may be given any time during the year provided the employee received at least a Standard rating on his/her last evaluation.

E. Department Director will be responsible for paying nine (9%) percent of the employee contribution to the California Public Employees Retirement System (PERS). Effective the first pay period following September 4, 2014, Department Director shall pay the employee portion of nine (9%) percent plus and an additional three (3%) percent of the employer cost will be paid retroactively for a total employee contribution of twelve percent (12%) of salary to the PERS retirement plan. In exchange for Department Director participating in this cost-sharing of employer cost, base salary shall be increased three (3%) percent. All such payments by the employee shall be done in accordance with IRS code 414 (h)(2) and shall be paid on a pre-tax basis. Additionally, any payments made by the employee shall be credited to the employee's PERS account in accordance with PERS rules.

5. Health Insurance

City shall pay up to the following amounts per month for health insurance coverage:

Employee only	$	634.49
Employee + spouse	$	1,268.99
Employee + family	$	1,649.06

(2015 Rates)

During the term of this agreement, the following participation formula shall apply: The City will pay eighty percent (80%) and employees will pay twenty percent (20%) of the average increase in premiums occurring in those CalPERS plans offered to City employees in the 95603 zip code area (excluding the highest and lowest cost plans).

Department Director may elect not to receive health coverage from the City. Directors who elect not to receive health coverage from the City will be required to sign a release form. Any employee who signs a release form shall receive monthly payments equal to the Employee only coverage amount in effect at the time the release is signed. From time-to-time, said amount will be adjusted as set forth in this Agreement.

F. **Life Insurance**

City shall provide term life insurance in the amount of two times (2x) the annual base salary. Such life insurance shall be provided through the same insurance company providing life insurance to other City employees, or by another insurer acceptable to City.

G. **Annual Vacation Leave**

Department Director shall be entitled to 23 days (184 hours) Annual Vacation Leave. Department Director may receive equivalent cash compensation, in full or in part, at any time during the year for unused vacation leave. For vacation leave of more than one week at a time, Department Director must provide sufficient notice of his/her intended vacation absence to the City Manager.

H. **Administrative and Executive Leave**

Department Director shall be entitled to ten (10) days (80 hours) Administrative Leave per year. In the event such leave is not used, Department Director may receive equivalent cash compensation therefore, in full or part, at any time during the year.

Department Director may receive additional Executive Leave, which may be awarded based upon job performance by the City Manager in an amount between one (1) and five (5) days per year. Executive Leave may not be carried over from year to year and cannot be cashed out at any time.

I. **Other Leaves and Benefits**

All items relating to employee leaves and benefits shall remain the same as those currently in existence prior to the execution of this Agreement, except as follows:

Vacation Leave

A. Effective the first pay period after approval of this Agreement, existing employee vacation leave balances shall be transferred to Vacation Leave Bank B. Department Director may use all vacation leave in Vacation Leave Bank A or B pursuant to current personnel policy except that:

1. No additional vacation leave shall be accrued to Vacation Bank B.

2. Vacation Leave expended from Vacation Leave Bank B shall be credited on an hour-for-hour basis and will not be prorated to reflect previous hourly rates of pay.

3. Department Director may cash out up to 100 hours of vacation leave from Vacation Leave Bank B through September 15, 2015.

4. The value of accrued vacation leave in Vacation Leave Bank B shall be fixed to the Department Director's current hourly rate of pay immediately preceding the effective date of this Agreement.

Sick Leave

A. Effective the first pay period after approval of this Agreement, existing employee sick leave balances shall be transferred to Sick Leave Bank B. Department Director may use sick leave in Sick Leave Bank B pursuant to current personnel policy except that:

1. No additional sick leave shall be accrued to Sick Leave Bank B.

2. Sick leave in Sick Leave Bank B shall be fixed to the current hourly rate of pay earned by Department Director immediately preceding the effective date of this Agreement.

3. Sick Leave expended from Sick Leave Bank B shall be credited on an hour-for-hour basis and will not be prorated to reflect previous hourly rates of pay.

J. **Technology Allowance**

Department Director will receive a one time technology allowance in the amount of $1,500 for technology purposes with prior authorization from the City Manager.

K. **Professional Memberships & Meetings; Other Expenses**

The City recognizes that certain expenses of a non-personal and job-related nature may be incurred by Department Director. City agrees to reimburse Department Director for reasonable expenses which have been authorized by the City Budget and approved in advance by the City Manager. Department Director must submit expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

L. **Retirement / Deferred Compensation Program**

Except otherwise required by law, City shall provide the same PERS retirement benefits (3% @ 50) to Department Director as received by other employees of the City. In the first year of this term the City shall contribute an amount equal to $50.00 month and agrees to allow Employee to convert his outstanding accrued leave balances to his deferred compensation plan.

M. **Annual Performance Evaluation**

The City Manager shall evaluate Department Director's performance at least once annually. The City Manager and Department Director shall annually develop mutual agreeable performance goals and criteria which the City Manager shall use in reviewing Department Director's performance in the following year. It shall be Department Director's responsibility to initiate this review each year.

N. **Indemnification**

City shall defend, hold harmless and indemnify Department Director against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Department Director's employment to the extent required by Government Code Sections 825 and 995.

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

A. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Department Director, provided such terms

and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Auburn Municipal Code, or other applicable law.

B. The provisions of the City's Personnel Rules and Regulations ("Rules") shall apply to Department Director to the extent they explicitly apply to the position of Department Director, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon Department Director a property right in his or her employment or a right to be discharged only upon cause. Department Director is not a member of the competitive/ classified service and is an at-will employee serving at the pleasure of the City Manager and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement and specific policies pertaining to the Senior Executive Pay for Performance Program. Notwithstanding any other provision of this Agreement, Department Director shall not violate any policy prohibiting discrimination, harassment, retaliation, workplace violence, or other similar misconduct as set forth in the Rules and in federal, state law, and local law.

C. Department Director shall be exempt from paid overtime compensation and from Social Security taxes other than the mandatory Medicare portion of such taxes.

P. **Termination**

A. Department Director is not part of the competitive (classified) service and therefore is an at-will employee. As an at-will employee, Department Director may be terminated with or without cause, and without advance notice.

B. If Department Director is terminated by the City without cause, Department Director after termination will be entitled to six (6) months of severance pay at Department Director's base salary rate. The severance pay will be paid at the time of separation from City employment.

C. If Department Director is terminated by the City for cause, Department Director is not entitled to any severance pay whether or not advance notice is provided. If Department Director is terminated for cause, Department Director must be given notice of the cause and supporting evidence. Department Director is entitled to meet with the City Manager at which time Department Director may reply orally and/or in writing to the cause and supporting evidence. The meeting is not an evidentiary hearing. There is no right to appeal the City Manager's decision. The City Manager's decision is final.

D. Department Director may voluntarily terminate his or her employment, by resignation or retirement or some other similar manner, upon at least one month notice. In this circumstance, Department Director is not entitled to any severance pay.

Q. **Compliance With Law**

This Agreement is subject to all applicable provisions of federal, state, and local laws, including the Auburn Municipal Code.

R. **General Provisions**

A. This Agreement constitutes the entire agreement between the parties. City and Department Director hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.

B. If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the reminder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

C. Any notice to City pursuant to this Agreement shall be given in writing, either by personal service or by registered or certified mail, postage prepaid, addressed as follows:

City Manager
City of Auburn
1225 Lincoln Way
Auburn, CA 95603

Any notice to Department Director shall be given in a like manner, and, if mailed, shall be addressed to Department Director at the address shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally, or (b) on the second (2nd) calendar day after mailing, if mailed.

D. If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party in that action shall be entitled to reasonable and actual attorneys' fees and costs with respect to the prosecution or defense of the action.

E. A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver and either party shall be free to enforce any term or condition of this Agreement with or without notice to the other notwithstanding any prior waiver of that term or condition.

S. **Amendments**

This represents the entire agreement between the parties. Amendments to this agreement may be made at such times as approved by the City Manager and Department Director and shall be in writing.

Dated: 9/11/15

Tim Rundel, City Manager

Dated: 9/10/2015

John Ruffcorn,
Public Safety Director

Approved as to form:

Dated: 9/14/2015

Michael ~~G. Colantuono~~, City Attorney
R. Cobden Asst.