

**EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF AUBURN AND ROBERT RICHARDSON**

**RECITAL**

1. On January 23, 2017, the City Council selected Robert Richardson (hereafter "City Manager") to serve as City Manager of the City of Auburn ("City") effective February 24, 2017, and City Manager Robert Richardson accepts such employment, subject to approval of this employment agreement, background check, and physical examination. Accordingly, the parties agree as follows:

**AGREEMENT**

**2. Effective Date**

This agreement shall become effective on February 24, 2017 (the "Effective Date"), after it has been executed by City Manager and duly approved by the City Council.

**3. Term of Employment**

Pursuant to the provisions of the Auburn Municipal Code Section 31.016, City Manager serves at the pleasure of the City Council and on an "at will" basis and has no vested right to his employment during the term of this Agreement, subject to the terms and provision of this Agreement as set forth below. This Agreement will remain in full force and effect until one of the parties terminates it as provided in this Agreement..

**4. Duties; Hours of Work**

A. City Manager shall perform those functions and duties specified by State law, the Auburn Municipal Code and by formal direction of the City Council. City Manager shall perform such duties in accordance with the highest professional and ethical standards of the city manager profession. City Manager shall not engage in any activity, which is, or which may become, incompatible with the office of City Manager, as provided for by State law. During the term of this agreement, City Manager shall be exclusively employed by the City, unless prior authorization otherwise is received from the City Council, which authorization will not be unreasonably withheld.

B. City Manager shall maintain a regular work schedule consistent with that approved for other management employees of the City. City Manager's duties may

require more than 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 meetings. City Manager shall not be entitled to additional compensation for such time.

**5. Compensation**

A. The City Manager's annual salary shall be \$180,000.

B. City Manager's compensation shall be reviewed at least annually in connection with the annual review required by section 14 below or at other times as may be determined by City Council. Further, it is understood that it is the intent of the City Council to increase salary, or other benefits referred to in this Agreement, during the term of this Agreement, dependent on the quality of job performance by City Manager and the City's fiscal condition.

**6. Health Insurance**

City shall pay the full premium for health insurance for City Manager, including his eligible dependents, for health coverage under the same health plan offered to City employees.

**7. Life Insurance**

City shall provide term life insurance in the amount equal to twice the annual salary of City Manager. 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.

**8. Management Administrative Leave**

City Manager shall be entitled to 80 hours' management administrative leave per year. Management administrative leave shall accrue at the rate of 3 and 1/3 hours per bi-monthly pay period. In the event such leave is not used, City Manager may receive equivalent cash compensation therefore, in full or part, for accrued but unused leave. Management administrative leave time may not be accumulated from year to year.

**9. Annual Vacation Leave**

A. City Manager shall be afforded 80 hours of banked vacation leave as of the Effective Date. City Manager shall not accrue additional vacation leave pursuant to

Section 9.B. until City Manager accrues those advanced 80 hours' vacation leave as provided in Section 9.B.

B. City Manager shall be entitled to 120 hours' vacation leave per year. Vacation leave shall accrue at the rate of 5 hours per bi-monthly pay period. City Manager may receive equivalent cash compensation, in full or in part, at any time during the year for accrued but unused leave. For vacation leave of more than one week at a time, City Manager must provide sufficient notice of his intended vacation absence so that the Council may approve such absence in order to avoid an extended absence of the City Manager during critical time periods.

#### 10. **Other Leaves and Benefits**

A. All other personal leave, family leave, funeral leave, or sick leave shall be as provided to other management employees of the City. City shall afford City Manager such other benefits as are provided to other management employees of the City on the same terms as provided to those employees except as otherwise expressly provided herein.

B. Notwithstanding Section 10.A., City Manager shall be afforded 80 hours of banked sick leave as of the Effective Date. City Manager shall not accrue additional sick leave pursuant to Section 10.A. until City Manager accrues those advanced 80 hours' sick leave as provided in Section 10.A.

#### 11. **Automobile Allowance**

In recognition of the fact that the City Manager's normal duties require frequent use of his automobile, City Manager shall be entitled to \$400 per month as an automobile allowance. This allowance is in lieu of mileage reimbursement or other expenses that may be incurred by City Manager in connection with his use of his own automobile for City purposes. In consideration for said allowance, City Manager shall be responsible for all costs of maintenance and operation of his vehicle. City Manager shall at all times maintain automobile liability insurance on any vehicle used by him in the course of City employment. Such insurance shall have coverage limits acceptable in form and amounts to City. City Manager shall provide a certificate or other evidence of such insurance to City. City Manager acknowledges that this allowance will be subject to payroll taxes unless he maintains the records required by law to permit other treatment of this allowance.

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

A. City shall pay for City Manager's professional membership in the League of California Cities and International City / County Management Association. City shall pay for City Manager to attend the annual League of California Cities conference. City will pay for such other professional memberships and conference attendance as may be approved and budgeted by the City Council.

B. City recognizes that certain expenses of a non-personal and job-related nature may be incurred by City Manager. City agrees to reimburse City Manager for reasonable expenses which are authorized by the City budget; submitted to the City Council for approval; and which are supported by expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

**13. Retirement Program and Deferred Compensation**

City shall provide the same PERS retirement benefits to City Manager as are received by other management employees of the City. City shall contribute \$155 per month into a deferred compensation plan of City Manager's choice.

**14. Annual Performance Evaluation**

The City Council shall evaluate City Manager's performance at least once annually. The City Council and City Manager shall annually develop mutually agreed performance goals and criteria which the City Council shall use in reviewing City Manager's performance in the following year. It shall be City Manager's responsibility to initiate this review each year. City Manager will be afforded an adequate opportunity to discuss each evaluation with the City Council.

**15. Indemnification**

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

**16. 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 City Manager, 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 City Manager to the extent they explicitly apply to the position of City Manager, 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 City Manager a property right in his employment or a right to be discharged only upon cause. City Manager is an at-will employee serving at the pleasure of the City Council and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement.

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

#### **17. Termination Without Cause**

The City Council may terminate City Manager's employment with the City at any time and without cause, upon thirty days' written notice to City Manager. In the event of such termination without cause, City Manager shall be entitled to a severance benefit of six months of the City Manager's current base salary plus payment of accumulated vacation leave upon termination from service. This base salary and vacation leave pay-out shall be made in equal payments until fully paid at such time as other City employees are normally paid. Upon full payment of this base salary and accumulated vacation leave, City shall have no further obligation to City Manager and City Manager shall have no claim for further compensation from City.

**18. Termination With Cause**

The City Council may terminate City Manager's employment with City for cause upon thirty days' written notice to City Manager. In that event, City shall have no obligation to continue the employment of City Manager and shall have no obligation to provide any severance compensation, although City Manager shall be entitled to payment of the value of accrued vacation leave or other payments required by law. For purposes of this agreement, the term "for cause" shall include any of the following:

- (a) use of alcohol or drugs that impedes performance of duties;
- (b) conviction of a felony or misdemeanor involving moral turpitude (a plea or verdict of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose);
- (c) a proven claim of either sexual harassment or abuse of employees in violation of law or adopted City policy;
- (d) willful and repeated failure to carry out the lawful directives or policy decisions of the City Council; or
- (e) willful abandonment of the position or continued and unexcused absence from duty.

**19. Voluntary Termination; Death**

A. City Manager may voluntarily terminate his employment, by resignation or retirement, at any time during the term of this Agreement, subject to at least thirty days' written notice by City Manager to City, unless the City Council and City Manager agree otherwise. In such case, City shall have no further obligation to provide payments and benefits, including severance benefits, upon the effective date of termination of employment, other than payment of accrued vacation leave or other payments required by law.

B. In the event the City Manager dies while employed by the City, his beneficiaries or those entitled to his estate shall be paid any earned salary and accrued vacation leave at the City Manager's pay rate on the date of death.

**20. Compliance With Law**

This Agreement is subject to all applicable provisions of State and Federal law, the provisions of the Auburn Municipal Code, and to any other ordinances, rules, and regulations of the City applicable to the City Manager.

21. **General Provisions**

A. This Agreement constitutes the entire agreement between the parties. City and City Manager 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 remainder 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:

Mayor and City Council  
City of Auburn  
125 Lincoln Way, Room 8  
Auburn, CA 95603-5004.

With a courtesy copy to the City Attorney at the following address or the address then shown in the records of the City for the City Attorney:

Michael G. Colantuono, Esq.  
Auburn City Attorney  
420 Sierra College Drive, Ste. 140  
Grass Valley, CA 95945-5091.

Any notice to City Manager shall be given in a like manner, and, if mailed, shall be addressed to City Manager at the address then 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 calendar day after mailing, if mailed.

D. Venue for any disputes arising from or relating to this Agreement shall lie in the Superior Court for the County of Placer, California. If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable and actual attorneys' fees and costs with respect to 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

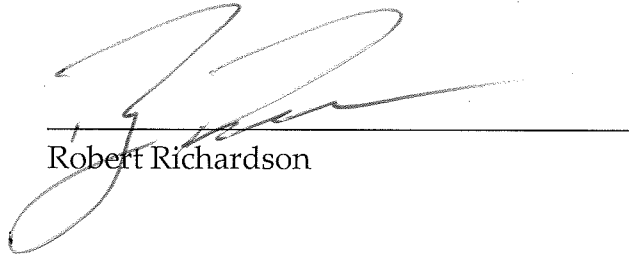
condition of this Agreement with or without notice to the other notwithstanding any prior waiver of that term or condition.

22. **Amendments**

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

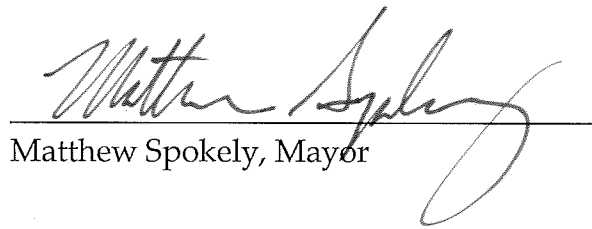
CITY MANAGER

Dated: 1/24/2017


  
Robert Richardson

CITY

Dated: 1-23-2017

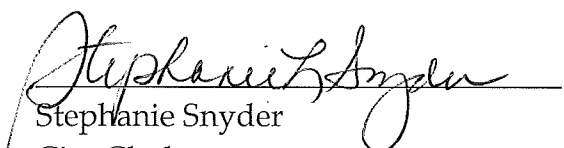
  
Matthew Spokely, Mayor

Approved as to form:

  
Michael G. Colantuono *Gary B. Bell*  
Asst. City Attorney

Dated: 1/23/2017

Attest:

  
Stephanie Snyder  
City Clerk

Dated: Jan 23, 2017