

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into effective as the 22nd day of April 2014 between the CITY OF STANTON ("City") and HAROLD ALLAN RIGG ("Employee") as follows:

WHEREAS, the City desires to employ the services of Employee as PUBLIC WORKS DIRECTOR/CITY ENGINEER as provided by the Stanton Municipal Code; and

WHEREAS, Employee is familiar with the legal requirements, industry standards, responsibilities, the duties of the position; warrants that he has the skill and ability to serve in such position; and wishes to accept such employment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained the parties hereto agree as follows:

1. Employment and Term. The City hereby agrees to employ Employee, and Employee accepts at will employment upon the terms and conditions set forth herein. The effective date of employment shall be April 23, 2014. The term of this Agreement shall be for three (3) years, unless sooner terminated or extended by the parties as set forth in this Agreement. In the event that the City Manager determines that the Employee is not to be reemployed upon expiration of this Agreement, Employee shall be given written notice thereof by the City at least two (2) months in advance of the expiration of the term of this Agreement. Should the City fail to give notice at least two (2) months prior to the end date of this Agreement, the Agreement shall be extended on the same terms for an additional period of one (1) year.

2. Duties and Obligations of Employee.

A. As of the date of this Agreement, the parties formalize the employment agreement for Employee's work as PUBLIC WORKS DIRECTOR/CITY ENGINEER ("Position") and Employee's job responsibilities as set forth in the relevant job description, attached as Exhibit "A." Employee hereby agrees to perform the functions and duties of the Position as set forth in the applicable job description as may be amended in the City's discretion from time to time, the City's Municipal Code, ordinances, rules, regulations, and policies, and to perform such other duties and functions as the City Manager may assign. It is expressly understood that the terms of this Agreement, including those governing termination of employment, supersede any rights otherwise conferred by the City generally to its personnel.

B. Employee shall be under the day to day supervision and direction of the City Manager, shall be subject to any such other terms and conditions of employment as the City Manager may from time to time impose so long as not inconsistent with the provisions of this Agreement or law, and shall be expected to attend all City Council meetings unless directed otherwise by the City Manager.

C. Employee will focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the City, except that:

(1) The expenditure of reasonable amounts of time, not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs off-duty if those activities do not materially interfere with the services required under this Agreement.

D. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee unless disclosed within the scope of his duties. Such materials shall not, without the prior written consent of the City, be used by Employee for any purposes other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

3. Salary and Benefits.

A. *Salary.* City agrees to pay Employee for his services rendered pursuant hereto at the monthly base salary range Step "D," of Eleven Thousand, Two Hundred and Fifteen (\$11,215.00), payable in installments at the same time as other employees of the City. Following six (6) months of service, Employee shall be eligible for a merit review for advancement to the next step in the salary range. Thereafter, merit salary review dates shall fall upon the completion of twelve (12) months of service intervals, following the last salary review date. In addition, Employee shall be entitled to automatically receive any cost of living adjustment ("COLA") or other salary or fringe benefit increases provided to all general City employees.

B. *Comprehensive Leave.* In lieu of sick, vacation, administrative, or other paid leave, Employee is eligible to accrue up to a maximum of three hundred (300) hours of comprehensive leave each year of this Agreement. As of the date of this Agreement, Employee shall be granted 56.7 hours of comprehensive leave, representing the pro-rated amount for the partial year in 2013-14 beginning as of the date employment begins through June 30, 2014. Thereafter, on June 30, 2014, and on every June 30th thereafter during the term of this Agreement, Employee shall be paid at his then-current rate of pay for all accumulated comprehensive leave up to a maximum of One Hundred Eighty (180) hours. After any such pay out of comprehensive leave each year, any surplus accumulated comprehensive leave shall be carried forward to the following year. On July 1st of each year during the term of this Agreement, the total amount of comprehensive leave available to Employee shall be replenished to reach the maximum comprehensive leave accumulation limit of Three Hundred (300) hours.

C. *Automobile Allowance.* Upon proof of insurance coverage in an amount acceptable to the City, the City shall provide the Employee with a Three Hundred Dollar (\$300) monthly automobile allowance. Employee agrees to adhere to all laws, regulations, and City policies applicable to vehicles, driving, or traffic when operating his vehicle on City-related business.

D. *Cell Phone Allowance.* The City shall provide the Employee with a One Hundred Dollar (\$100) monthly cellular telephone allowance.

E. *Professional development.* Provided that Employee receives the prior approval of the City Manager, the City agrees to pay for approved professional dues and association memberships necessary for continued participation in approved organizations necessary for Employee's continued professional growth and advancement. Again, subject to prior approval by the City Manager, the City shall also pay for travel and subsistence expenses (as set out by applicable City policy) for approved professional or official travel, meetings, training, seminars, or similar functions.

F. *Other benefits.* All provisions of the City's Municipal Code, ordinances, rules, regulations, and policies relating to health, disability and life insurance; paid holidays; medical leaves, retirement and pension system contributions; and other fringe benefits and working conditions as they now exist or thereafter may be amended, which apply to all City employees, shall also apply to Employee, except as otherwise set forth in this Agreement.

4. At-Will Employment Status, Termination of Agreement.

A. *Nature of Employment.* The parties hereby expressly agree that the employment relationship created by the Agreement is "at will" and that Employee serves at the will and pleasure of the City Manager. Nothing in this Agreement, any Municipal Code, ordinance, resolution, statute, rule, or policy shall prevent, limit or otherwise interfere with the right of the City to terminate the services of Employee at any time without cause or right of notice, *Skelly* conference, hearing, appeal or grievance. Accordingly, Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his employment and that he hereby waives any rights he would otherwise have thereunder.

B. *By the Employee.* The Employee may terminate this Agreement upon written notice to the City Manager and shall endeavor to give thirty (30) days prior notice. The City shall have the option, in its complete discretion, to terminate the Employee any time prior to the end of such notice period, provided the City pays the Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary the Employee would have earned through the remainder of the notice period. Thereafter, all the City's obligations under this Agreement shall cease.

C. *By the City, Without Cause.* At any time, and without prior notice, the City may terminate the Employee's employment for any reason, with or without cause. If the termination occurs within the first six (6) months of Employee's employment (the "Introductory Period"), the City shall not be obligated to provide any severance whatsoever regardless of whether cause exists

for the termination. However, in the event the City exercises its right under this provision to terminate employment without cause at any time following the Introductory Period, the City shall pay Employee all compensation due and owing through the last day actually worked, plus four (4) months of the Employee's salary as of the time of the termination *or* pursuant to the requirements of Government Code § 53260, an amount equivalent to the remainder of the term of this Agreement, whichever is less. The payment of such severance benefit shall be conditioned upon Employee executing a general release agreement containing a general release of all claims Employee may have against the City at the time of any such termination, in such form as may be reasonably required by Employer's attorney. Such severance benefit shall not be payable unless and until Employee executes such a general release and until expiration of all waiver and rescission rights as provided by law at the time of such termination. Failure by the Employee to satisfy his termination obligations pursuant to Section 4(E) shall nullify the City's obligation to provide severance payment pursuant to this Section. If Employee is convicted of a crime involving an abuse of his office or Position, whether before or after release from employment, Employee shall fully reimburse the City for any severance pay, paid leave salary disbursed pending an investigation, or legal criminal defense funds relevant to the crime paid for by the City.

D. *By the City, For Cause.* At any time, and without prior notice, the City may terminate Employee for Cause (as defined below). The City shall pay Employee all compensation then due and owing; thereafter, all of the City's obligations under this Agreement shall cease. Termination shall be for "cause" if Employee: (1) acts in bad faith and to the detriment of the City; (2) refuses or fails to act in accordance with any specific direction or order of the City; (3) exhibits in regard to his employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (5) breaches any material term of this Agreement.

E. *Termination Obligations.* Employee agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to his employment belongs to the City and shall be returned promptly to the City upon termination of Employee's employment. Further, any and all debts to the City shall be paid upon termination. Employee's obligations under this subsection shall survive the termination of his employment.

5. Performance Evaluations. The City Manager shall review and evaluate the performance of Employee in writing following the first six (6) months of employment under this Agreement. Thereafter, the City Manager shall provide a written performance evaluation to Employee on an annual basis. Said evaluations shall be performed using criteria developed by the City Manager and relayed to Employee. The evaluations will also set forth defined goals to be achieved by the Employee in the subsequent year. It is understood that additional evaluations, reviews, performance improvement plans, or counseling may also be conducted by the City Manager at any time in his discretion.

6. Notices. Any notices pursuant to this Agreement or necessary during the course of employment shall be given by United States Postal Service, postage prepaid, at the following addresses:

CITY: City of Stanton c/o City Manager
7800 Katella Avenue
Stanton, California 90680

EMPLOYEE:

Notice shall be deemed given as of the date of deposit with the United States Postal Service for delivery. Alternatively, notices may be provided by personal service in the same manner applicable to civil judicial practice.

7. Amendments. This Agreement may not be amended or modified except by a writing signed by both parties. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

8. Assignment. Neither this Agreement nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him without the prior written consent of the City. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City, be null and void and may be considered a material breach of this Agreement.

9. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

10. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California. Venue shall be appropriate in the Superior Court of Orange County, California.

12. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Furthermore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

13. Conflict of Interest. The Employee agrees that she will abide with all applicable local State and Federal rules on conflicts of interest and receipt of gifts, including without limitation

those rules found in the California Fair Political Practices Act and related regulations and those found in Government Code Sections 1090, *et seq.*

14. Acknowledgment. Employee acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that she is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and duly executed by its Manager, and the Employee has signed and executed this Agreement as of the day and year first above written

CITY:

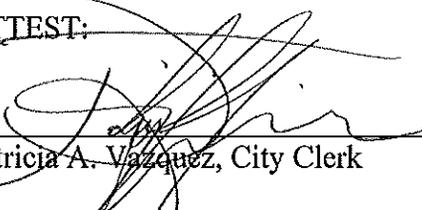
CITY OF STANTON

By: 
JAMES A. BOX,
CITY MANAGER

EMPLOYEE:

By: 
HAROLD ALLAN RIGG

ATTEST:


Patricia A. Vazquez, City Clerk

APPROVED AS TO FORM:

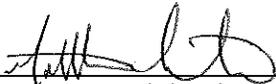

Matthew E. Richardson, City Attorney

EXHIBIT "A"
Job Description

SUMMARY DESCRIPTION

To plan, organize and direct the activities of the Public Works Department including engineering, and public works facilities maintenance; to coordinate activities with other departments; and to provide highly complex staff assistance to the Planning Commission, City Manager and City Council.

ESSENTIAL FUNCTIONS AND BASIC DUTIES

Duties may include, but are not limited to, the following:

- Develop, plan, implement and administer Department goals and objectives as well as policies and procedures necessary to provide assigned engineering, public works, and facilities maintenance programs and services; approve new or modified programs, systems, policies and procedures.
- Direct the development and administration of the Department's budget; direct the forecast of funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; recommend and implement mid-year corrections.
- Direct, oversee and participate in the development of the Department's work plan; assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures.
- Coordinate Department activities with those of other departments and outside agencies and organizations; provide staff assistance to the Planning Commission, City Manager and City Council; prepare and present staff reports and other necessary correspondence.
- Administer and manage various programs such as Fats, Oils and Grease (FOG), Waste Discharge Requirements (WDR), and Sewer Overflow Spills (SOS).
- Recommend appointment of, train, motivate and evaluate staff; establish and monitor employee performance objectives; prepare and present employee performance reviews; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures; recommend employee terminations; approve time cards and expense reports.
- Plan, direct, and review all Engineering activities including design, surveying, plan checking and inspection.
- Plan, direct and review all public facilities maintenance and service functions including equipment maintenance, building, sewer, street and park and median maintenance.
- Act as capital improvement project manager; supervise and participate in the development and implementation of the capital improvement program and budget.
- Confer with and advise administrative staff on problems related to the design and construction of public facilities systems, the interpretation and enforcement of construction specifications, and the design and operation of traffic systems.

- Monitor and direct the program to eliminate and control the illegal disposal of hazardous wastes.
 - Serve as technical advisor to the City Manager and City Council on public works and engineering related matters; develop comprehensive recommendations for management use.
 - Respond to and resolve difficult citizen inquiries and complaints.
 - Meet with commissions and the public in small and large groups to discuss City public works and engineering policies, practices and problems.
 - Perform related duties as assigned.
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KNOWLEDGE

- Principles and practices of engineering and administration as applied to the design and construction of public facilities, public facilities maintenance services.
 - Methods, materials and techniques employed in public works construction and maintenance services.
 - Recent developments, current literature and sources of information in municipal public facilities administration, public works and engineering.
 - Principles of personnel administration, supervision and training.
 - Principles and practices of budget preparation and administration.
 - Modern office practices, procedures, methods and equipment.
 - Technical and administrative report preparation and presentation.
 - Safe driving principles and practices.
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ABILITIES/SKILLS

- Deal with newly emerging trends in public engineering, facilities maintenance and public works.
 - Direct and coordinate multiple departmental functions including public facilities maintenance, engineering, and capital improvement program administration.
 - Delegate authority and responsibility and schedule and program work on a long-term basis.
 - Select, supervise, train and evaluate professional, technical and clerical staff.
 - Interpret applicable laws, rules and regulations.
 - Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
 - Communicate clearly and concisely, both orally and in writing.
 - Develop and administer a department budget.
 - Prepare and analyze technical, administrative and fiscal reports, statements and correspondence.
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EXPERIENCE/TRAINING/EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

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- Six years of professional experience in municipal engineering and Public Works management.
 - Requires a Bachelor's degree from an accredited college or university in civil engineering, or a related field.
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LICENSE/CERTIFICATE

- Possession of, or ability to obtain, a valid California driver's license.
 - Registration as a Professional Civil Engineer with the State of California is required.
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PHYSICAL ACTIVITIES AND REQUIREMENTS

- Ability to work in a standard office environment requiring prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, crouching and stooping in the performance of daily activities.
- Occasional pushing, pulling, dragging and lifting office items weighing 25 lbs.
- Movements frequently and regularly require using the wrists, hands and fingers to operate computers and office equipment.
- Willingness to work variable hours including nights, weekends and/or holidays.
- Ability to hear and convey detailed or important instructions or information verbally and accurately.
- Average visual acuity to prepare and read documents.
- Ability to communicate with both the public and co-workers in a clear and concise manner.
- Ability to travel to different sites and locations.
- Exposure to outdoor conditions and inclement weather.
- Adapt to standard office sounds generated by office equipment as well as standard noise levels resulting from communication with co-workers and the general public.