

CITY MANAGER’S EMPLOYMENT AGREEMENT

This Agreement, made and entered into as of this _____ day of August, 2006, between the City of Lemoore, a municipal corporation, hereinafter called “City,” and Jeff Briltz, hereinafter called “Manager,” both of whom understand as follows:

WHEREAS the City Council of the City of Lemoore, hereinafter called “Council,” first retained the services of Jeff Briltz as Manager of the City of Lemoore on July 19, 2004; and

WHEREAS it is the desire of the Council to provide certain benefits and establish certain terms and conditions in connection with his employment, all as set forth herein.

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

SECTION 1. DUTIES:

A. The Council hereby agrees to employ Jeff Briltz as Manager of the City of Lemoore to perform the functions and duties specified in applicable City ordinances and Administrative Rules and Regulations as the same presently exist or may hereafter be amended, and to perform other legally permissible and proper duties and functions consistent with the Office of the Manager, including serving as Executive Director of the Lemoore Redevelopment Agency, as Council shall from time to time assign.

B. The Manager’s schedule of work each day and week shall vary in accordance with the activities required to be performed. It is recognized that the Manager must devote much time outside of normal office hours to the business of the City, and therefore will be allowed compensatory time off as he shall deem appropriate during said normal office hours. The Manager shall not spend more than ten (10) hours per week (outside normal office hours), in teaching, consulting, or other non-City connected business for which compensation is paid without written prior consent of the Council.

SECTION 2. TERM:

A. The term of this Agreement shall begin as of August 1, 2006, and shall continue until terminated by either party with or without cause. During the term of this Agreement, Jeff Briltz shall be a full-time manager.

B. Subject to the provisions of paragraph 9, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Council to terminate this contract and the services of Manager, at any time, at the sole discretion of Council with or without cause, in accordance with the provisions of Title 1, chapter 6A of the Lemoore Municipal Code, provided, however, the Council may not terminate this contract or the services of the Manager within the 90-day period just

preceding any municipal election at which a City Councilmember is to be elected.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Manager to resign at any time from his position with the City. Manager shall give not less than forty-five (45) days written notice, and shall exert his best efforts to give sixty (60) days written notice to the City prior to the effective date of resignation. The provisions of paragraph 9 shall not apply in the event of the City Manager's resignation.

SECTION 3. SALARY:

Manager's salary shall be \$9,519 per month. The Council agrees to adjust said salary and/or other benefits of the Manager in such amounts and to such extent as the Council may determine is desirable on the basis of a salary review made annually. City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of the Manager, except to the degree that such a reduction is made across-the-board for all executive management employees of the City, without such action being deemed a termination at Manager's option.

SECTION 4. PENSION AND RETIREMENT:

City agrees to enroll Manager as a member of the P.E.R.S. Retirement System. In addition to other management benefits received by the Manager, the City agrees to make an additional one percent (1%) contribution on Manager's behalf as deferred compensation into the ICMA section 457 Plan of the City, to a total of four percent (4%).

SECTION 5. HEALTH INSURANCE:

City agrees to provide Manager with the same health, dental, life, and optical insurance coverage and benefits as are provided other management employees of the City.

SECTION 6. AUTOMOBILE:

City Manager shall at his expense provide an automobile for use in carrying out his duties as City Manager. City shall pay for the actual cost of other modes of transportation used by Manager for business travel. City shall pay Manager a car allowance of \$400 per month. Travel beyond 50 miles shall be reimbursed consistent with current City policy.

SECTION 7. EXPENSES:

The City agrees to pay the professional dues, subscriptions and expenses on behalf of the employee which are reasonably necessary for the City Manager's continuation and full participation in national, state, regional or local associations, service clubs and organizations necessary and desirable for the Managers' continued professional development or for the good of the City. Furthermore, the City shall budget and pay for the professional dues, subscriptions, and expenses to such additional organizations as approved by the City Council.

SECTION 8. VACATION, SICK LEAVE, ADMINISTRATIVE LEAVE AND OTHER BENEFITS:

A. Manager shall earn vacation each month in the same manner as other management employees of the City and shall be subject to the City's ordinances, rules and policies pertaining to all management employees with regard to accrual, use and conversion (to cash) of vacation time.

B. Manager shall accrue sick leave in the same manner as other management employees of the City, and shall be subject to the City's ordinances, rules and policies pertaining to all management employees with regard to accrual, and use of sick leave.

C. Manager shall be entitled to ten days of paid administrative leave annually (i.e., every 12 months), beginning on the original effective date of this Agreement (see, Section 2.A.), and the Manager shall be entitled to convert unused administrative leave to cash at his discretion.

D. The amount of life insurance purchased for the Manager shall be \$50,000.

SECTION 9. SEVERANCE BENEFITS:

Other than for misconduct in office or following Manager's conviction of any criminal act (excluding traffic citations under the Vehicle Code), in the event employee involuntarily resigns or is terminated by the City Council, he shall be entitled to (A) severance pay in the amount equal to six (6) months of salary and all benefits and (B) forgiveness of any lien and debt then existing arising from Manager's use of a home buyers assistance loan. Said severance pay shall be paid in full to employee by City within fifteen working days after the effective date of employee's termination. Severance pay described herein shall be increased by one month following each year of Manager's employment hereunder, to a maximum of 12 months.

SECTION 10. GENERAL PROVISIONS:

A. The text herein shall constitute the entire Agreement between the parties as to the subject matter hereof.

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

C. This Agreement may be amended only in writing.

D. This Agreement supersedes all prior written agreements and oral understandings of the parties.

E. The City Council and its members shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry, and neither the City Council nor any member thereof shall give orders or instructions to any subordinates of the City Manager. The City Manager shall take his orders and instructions from the City Council only when sitting in a duly convened meeting of the City Council and no individual Councilmember shall give any orders

or instructions to the City Manager.

F. Councilmembers shall direct requests for documents or information to the City Manager. The City Manager shall use his best efforts to provide Councilmembers with requested documents or information on a priority basis. Documents copied or made available for any Councilmember shall be copied or made available for all members of the Council. No individual Councilmember shall have the authority to order the preparation or compilation of any written report, except during a duly convened meeting of the City Council.

IN WITNESS WHEREOF, the City of Lemoore has caused this Agreement to be signed and executed in its behalf by the Mayor and duly attested by the Deputy City Clerk, and Manager has signed and executed this Agreement.

CITY OF LEMOORE

Mayor

ATTEST:

City Clerk

Jeff Briltz, City Manager