


DATE SUBMITTED 11/01/19
 SUBMITTED BY City Attorney
 DATE ACTION REQUIRED 11/06/19

Agenda Item No F-14
 CITY COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT:	DISCUSSION/ACTION:	CITY	MANAGER	CONTRACT
	AMENDMENT.			
	1. APPROVAL OF 4 TH AMENDMENT TO THE CITY MANAGER'S CONTRACT BETWEEN THE CITY OF IMPERIAL AND STAFAN T. CHATWIN TO EXTEND CONTRACT THROUGH DECEMBER 27, 2019 ON SAME TERMS AND CONDITIONS.			
	DEPARTMENT INVOLVED: City Attorney/City Council			
BACKGROUND/SUMMARY:				
FISCAL IMPACT				
STAFF RECOMMENDATION:				
MANAGER'S RECOMMENDATION:			MANAGER'S INITIAL _____	
MOTION:				
SECONDED:	APPROVED	()	REJECTED	()
AYES:	DISAPPROVED	()	DEFERRED	()
NAYES:				
ABSENT:	REFERRED TO:			

**FOURTH AMENDMENT TO CITY OF IMPERIAL
CITY MANAGER EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the City of Imperial, California, a municipal corporation of the State of California, (“Employer”) and Stefan Thomas Chatwin (“Employee”).

WITNESSETH:

WHEREAS, the parties hereto entered an employment agreement dated September 27, 2016, a First Amendment to the employment agreement dated June 21, 2017, a Second Amendment to the employment agreement dated December 20, 2017 and a Third Amendment to the employment agreement dated August 1, 2018 (collectively “Agreement”); and

WHEREAS, the parties wish to amend the Agreement as set forth herein to provide an extension to the term of the Agreement.

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

1. The above referenced recitals are true and correct and are incorporated herein by this reference.
2. Section 2 of the Agreement is amended to extend the term of the Agreement through December 27, 2019.
3. Except as specifically set forth herein, the terms of the Agreements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and executed to be effective on the date first above written.

EMPLOYER:

City of Imperial, California

By _____
Mayor

EMPLOYEE:

Stefan Thomas Chatwin

ATTEST:

By _____
Debra Jackson, City Clerk

**CITY OF IMPERIAL CITY MANAGER
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 27th day of September, 2016, by and between the City of Imperial, a municipal corporation of the State of California, hereinafter called "Employer," and Stefan Thomas Chatwin, hereinafter called "Employee."

WITNESSETH:

WHEREAS, Employer desires to employ the services of Employee as City Manager of the City of Imperial, California, as provided by Chapter 2 of the Imperial Municipal Code; and,

WHEREAS, it is the desire of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and,

WHEREAS, Employee desires to accept employment as City Manager of the City of Imperial.

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

Section 1: Duties

Employer hereby agrees to employ Employee as City Manager of said City of Imperial to perform the functions and duties specified in said Imperial Municipal Code and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign. Employee shall devote his full-time, attention and energies to his duties.

Section 2: Term

Employee agrees to remain in the exclusive employ of Employer commencing October 3, 2016, and continuing until October 2, 2019, unless terminated by either party in accordance with the provisions of paragraphs 3 or 4 of this agreement. Employee shall not accept other employment nor engage in any occupation other than as set forth herein during the term of this Agreement.

Section 3: Termination and Severance Pay

Employee is at-will and serves at the pleasure of Employer. Employer may terminate Employee at any time, subject to the terms and conditions of the Imperial Municipal

Code which by this reference is incorporated as if set forth in full.

In the event Employee is terminated by the Employer during such time that Employee is willing and able to perform her duties under this agreement, Employer agrees to pay Employee as severance a lump sum cash payment as follows, subject to Employee's execution of a general release of claims:

If terminated within the first year of this agreement: three months base salary

If terminated within the second year or thereafter of this agreement (provided Employee receives a satisfactory performance evaluation): six months base salary

Employee shall also be compensated for all earned vacation, holidays, and administrative leave accrued, but not taken as of the effective date of termination. In the event Employee is terminated for cause or for conviction, Employer shall have no obligation to pay severance designated herein.

Pursuant to California Government Code Section 53243.2, regardless of the term of this Agreement, if it is terminated, any cash settlement related to the termination shall be fully reimbursed to Employer if Employee is convicted of a crime involving an abuse of his office or position.

Section 4: Resignation

In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer 1 month notice unless the parties agree otherwise.

Section 5: Disability

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this agreement, subject to the severance pay requirements of Section 3 and applicable law.

Section 6: Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of one hundred forty-five thousand dollars (\$145,000.00), payable in installments at the same time as other management employees of the Employer are

paid. The Employee's base salary may be increased from time to time as determined by the council after the first year of employment following the performance evaluation provided for in Section 7 of this agreement.

Section 7: Performance Evaluation

- A. The Council shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget.
- B. Annually, the Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City of Imperial and in the attainment of the Council's policy objectives, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 8: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take up to six (6) days administrative leave per fiscal year as he shall deem appropriate during said normal office hours. Such time, if not taken, shall not carry over from year to year.

Section 9: Automobile

Employee shall be paid a car allowance of five hundred dollars (\$500.00) per month for the operation of a motor vehicle in the performance of his duties with the City. Employee shall at all times maintain liability insurance for any vehicle operated by Employee while on city business. Such liability insurance shall have limits of not less than five hundred thousand dollars (\$500,000) for the death or injury to one person, one million dollars (\$1,000,000) aggregate limits for personal injury, and fifty thousand dollars (\$50,000) property damages. Employee shall provide Employer with a certificate of insurance to this effect showing the City as an additional insured on her insurance policy, and including an endorsement prohibiting the cancellation or termination of said insurance without at least ten (10) days prior written notice to the employer.

Section 10: Benefits

- A. As an inducement to Employee to become City Manager, at signature hereof, Employee shall be credited with ten (10) days of vacation leave. Thereafter, the balance of vacation for the first year shall accrue at a rate of 15 days per year and sick leave at a rate of 104 hours per year.
- B. Employee shall be entitled to military reserve leave time pursuant to state law and city policy.
- C. Employee shall receive health insurance, retirement and other benefits afforded Employer unrepresented management employees.

Section 11: Dues and Subscriptions

Employer agrees to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement and for the good of the Employer. Such payment is subject to budget and prior approval of Employer.

Section 12: Professional Development

- A. Employer agrees to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the League of California Cities, and such other national, regional, state, and local governmental groups and committees thereof which Employee serves as a member. Such payment is subject to budget and prior approval of Employer.
- B. Employer also agrees to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer. Such payment is subject to budget and prior approval of Employer.

Section 13: Civic Club Membership

Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations, for which Employer shall pay annual membership dues related to not

more than two such organizations. Fines and other contributions to the organization shall be at Employee's expense. Reimbursement for meals associated with such membership shall be in accordance with city policy relating to reimbursement for actual cost of meals on city business. Employee shall report to Employer on each membership that he has taken out at Employer's expense.

Section 14: Indemnification

Employer shall defend, save harmless, and indemnify Employee as required under the laws of the State of California.

Section 15: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 16: No Reduction of Benefits

Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

Section 17: One-Time Benefits

Employer shall reimburse Employee actual costs of relocation to the City of Imperial in an amount not to exceed \$5000.00. Employee shall submit invoices, receipts or other appropriate form of documentation supporting the expense. Upon execution of this Agreement by both parties, Employer shall pay Employee the sum of \$3000.00 to defray costs associated with temporary lodging in the City of Imperial. In the event Employee terminates this Agreement within three months of execution, he shall return a prorated amount to Employer.

Section 18: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer:

Mayor, City of Imperial
420 South Imperial Avenue
Imperial, California 92251

Employee:

Stefan Thomas Chatwin
7128 N. CORNWALL ST.
COEUR D'ALENE, ID 83815

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19: General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective on the date noted above.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the City of Imperial has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

EMPLOYER:

City of Imperial, California

By 
Mayor

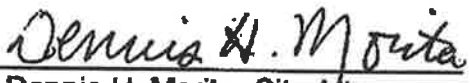
EMPLOYEE:


Stefan Thomas Chatwin

ATTEST:

By 
Debra Jackson, City Clerk

APPROVED AS TO FORM:

By 
Dennis H. Morita, City Attorney