

**CITY OF WEST COVINA  
CITY MANAGER  
EMPLOYMENT AGREEMENT**

This EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the CITY OF WEST COVINA (hereinafter referred to as the "City") and CHRISTOPHER J. FREELAND (hereinafter referred to as "Freeland" or "City Manager"), and collectively referred to as the "Parties". Under this Agreement, the City offers, and Freeland accepts, employment as City Manager of the City.

**ARTICLE I: RECITALS**

WHEREAS, the City desires to employ the services of Freeland as City Manager, with the responsibility of managing, directing, and monitoring the proper administration of the City pursuant to the provisions of the West Covina Municipal Code, hereinafter referred to as the "WCMC", and the City's approved Personnel Rules, Regulations and Procedures, hereinafter referred to as the "Personnel Rules"; and

WHEREAS, the City desires to (1) secure and retain the services of Freeland and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring his morale and peace of mind with respect to future security, and (3) to provide a just means for terminating his services at such time as City may desire to otherwise terminate his employ; and

WHEREAS, the City desires to employ Freeland as City Manager, and Freeland desires to accept employment as City Manager pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the above named Parties hereby mutually agree and promise as follows:

**ARTICLE II: TERMS AND CONDITIONS**

**Section 1. Duties and Responsibilities**

- A. City Manager shall perform the functions and duties as specified and required in the WCMC and Personnel Rules of the City.
- B. City Manager shall maintain the administrative and fiduciary authority conferred upon the position and pursuant to the WCMC and Personnel Rules of the City.
- C. City Manager shall serve as the Executive Director of the West Covina Successor Agency, the West Covina Housing Authority, West Covina Parking Authority, West Covina Community Services Foundation, and West Covina Public Finance Authority.
- D. City Manager shall perform all other related and necessary duties as required by law and designated by the City.

- E. City Manager shall have his performance evaluated by the City Council on an annual basis. Said annual evaluations shall be conducted in August or September for each year of this Agreement, or any extensions thereof. City Manager and City shall mutually establish performance goals and objectives to be met by the City Manager during the annual evaluation process, and said goals and objectives shall be made part of the criteria by which the City Manager's performance is evaluated.
- F. City Manager shall avail himself and work during the normal office hours of the City. In addition, it is understood that the City Manager must devote a great deal of time performing City business outside the normal office hours of the City and as such, the City Manager shall make himself available outside normal office hours as deemed reasonable and appropriate.
- G. City Manager hereby agrees to perform faithfully and to the best of his abilities all of the duties pertaining to said office as may be required by the laws of the City of West Covina and State of California relating to municipal corporations, and the rules and regulations of the City which are now in force or which may be put in force during the term herein stated, and further shall perform such other tasks and duties as may be designated by the City Council, and that the Parties hereto agree that said position of City Manager shall be deemed and construed to be a full-time position.

## **Section 2. Terms**

- A. The term of this Agreement shall commence on September 15, 2015 ("Effective Date"), and expire on September 14, 2018 ("Expiration Date"), or the date of earlier termination in accordance with the provisions of this Agreement.
- B. Freeland shall work and coordinate with the current Interim City Manager to effectuate a smooth and orderly transition of duties pursuant to this Agreement. As a result of this coordination and transition of duties, there will be no vacancy in the position of City Manager at any time.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the City Manager as an "at-will" employee prior to the Expiration Date of the Agreement, subject to the provisions of Section 3, paragraphs A and B, of this Agreement and Section 2-153 of the WCMC as it now exists or as it may hereafter be amended.
- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from his position with the City provided the City Manager gives the City 60 days written notice prior to the effective date of his resignation, unless the Parties otherwise agree. In the event the City Manager exercises this right, he shall not be entitled to the provisions set forth in Section 3, paragraph A of this Agreement, unless the Parties otherwise agree.
- E. City Manager agrees to remain in the exclusive employ of the City and shall neither accept other employment nor become employed by any other employer prior to the effective

termination date of this Agreement, or unless mutually agreed to by the Parties to this Agreement. The term "employed" shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on City Manager's personal time off.

### **Section 3. Termination and Severability**

A. In the event the City Manager is terminated without cause by the City before the expiration of the above-mentioned term, along with any written extensions thereto, and during such time the City Manager is willing and able to perform his duties under this Agreement, then the City agrees to provide the City Manager with the following severance items:

- i. Nine (9) month's salary in accordance with the base salary rate of the City Manager at the time of termination or the monthly salary for the remaining number of months of the Agreement, whichever is less;
- ii. Continuous City paid health benefits (medical, dental, and vision) for which the City Manager and his dependents are enrolled at the time of termination for the remaining number of months of the Agreement, nine (9) months, or until the employee finds other employment, whichever occurs first;
- iii. Payment of accrued vacation leave, sick leave, administrative leave, and floating holiday leave in accordance with the provisions set forth in this Agreement at the time this Agreement is terminated.

B. In the event the City Manager is terminated with cause by the City, as determined by the City Council at a Regular Meeting of the City Council, in accordance with the requirements of the Municipal Code as they exist at the time of the termination, the City Manager shall not be entitled to any of the aforementioned severance items in paragraph A of this Section. If the City Manager is terminated with cause, he shall only be entitled to payment of his accrued base salary and accrued but unused vacation leave at the time of termination. As used in this Agreement, cause shall only mean any of the following:

- i. Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the City or on the City Manager's reputation;
- ii. Conviction of any felony, irrespective of the charge;
- iii. Conviction of any misdemeanor involving charges of moral turpitude;
- iv. Any act or engagement of misappropriation of public funds;
- v. Proven failure of the City Manager to observe or perform any of his duties and obligations, if that failure continues for a period of thirty (30) business days from the date of his receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure;
- vi. Repeated failure to carry out a directive or directives of the City Council made by the City Council as a body at a Brown Act-compliant meeting; and

In the event the City Manager is terminated with cause, the City shall ensure that the City Manager is first provided with notice and opportunity for a hearing pursuant to Section 2-153(a), (b) and (c) of the WCMC, as it now exists or as it may hereafter be amended.

- C. In no event may the City Manager be terminated without cause during the time period provided by Section 153 of the WCMC, as it now exists or as it may hereafter be amended.
- D. In the event the City Manager dies during the term or extended term of this Agreement, his estate shall receive his accrued salary and benefits at the time of his death, but shall not be entitled to any additional compensation or payment, including severance as specified in Section 3, paragraph A of this Agreement.
- E. In the event the City Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of twelve consecutive weeks beyond any provided sick leave, the City may terminate City Manager's employment and this Agreement. Any such period of continued disability beyond the period of accrued sick leave shall be understood by the City and the City Manager to constitute leave under state and federal leave statutes commonly known as Family Medical Leave Act (FMLA), during which time the City Manager may use other accrued but unpaid leave balances to which is entitled. Should this Agreement be terminated for this reason, the City Manager shall not receive any severance as specified in Section 3, paragraph A of this Agreement, but he shall be entitled to be paid any unused and accrued vacation and leave time to which he would otherwise be entitled.
- F. In the event the City at any time during the term of this Agreement refuses, following written notice, to comply with any provision benefiting City Manager herein, then, in that event, City Manager may at his option, be deemed "terminated" at the date of such refusal to comply, and subject to the terms set forth in paragraph A of this Section.

#### **Section 4. Base Salary, Merit Increases and Cost Adjustments**

- A. Commencing upon the Effective Date, City agrees to pay the City Manager an annual salary of \$212,000.00. Said salary shall be paid to the City Manager in installments at the same time as other employees of the City are paid. In addition, the City agrees to increase said base salary and/or other benefits of the City Manager in such amounts and to such extent as the City Council may determine that it is desirable to do so.
- B. The City shall consider merit adjustments to the City Manager's base salary commensurate with his performance in accordance with the Annual Evaluation process pursuant to Section 1, paragraph E of this Agreement.
- C. City Manager's Base Salary increases approved by the City Council from time to time pursuant to this Agreement shall not require an amendment to this Agreement to be effective. Such may be set forth in an annual salary resolution or minute action approved by the City Council and ratified by resolution.

**Section 5. Vacation, Sick, Administrative and Floating Holiday Leave**

A. City Manager shall accrue and be credited with vacation leave, sick leave, and administrative leave pursuant to the following provisions:

<u>Leave</u>	<u>Accrual Rate</u>	<u>Maximum Accrual (Cap)</u>
Vacation .....	160 hours/year .....	400 hours unused balance limit
Sick .....	96 hours/year .....	No limit on balance amount
Admin .....	140 hours/year .....	140 hours balance limit (no rollovers)
Floating Holidays ....	40 hours/year .....	40 hour balance limit (no rollovers)

B. City Manager shall be entitled to participate in the City’s annual sick leave cash-out program, pursuant to the following provisions:

- i. Annual cash-out of sick leave is capped at forty (40) hours per calendar year.
- ii. Fifty-six (56) hours of unused sick leave must be carried over from December 31<sup>st</sup> to January 1<sup>st</sup> each calendar year.
- iii. Prior to the second to last pay period of each calendar year, the City Manager may request to cash-out accrued sick leave in excess of the fifty-six (56) hour minimum balance.
- iv. Sick leave cash-outs can only be made when the City Manager’s sick leave bank has more than fifty-six (56) hour minimum balance.
- v. City Manager shall not be allowed to change sick leave to other forms of paid leave.

C. City Manager shall not be entitled to participate in any annual leave cash-out programs provide by the City other than the City’s annual sick leave cash-out program, as specified in paragraph B of this Section. Notwithstanding the foregoing, upon retirement from the City, City Manager shall be entitled to exercise the same sick leave conversion option for accrued sick leave balances which is available to the City’s Department Heads.

**Section 6. Medical, Dental, Vision, and Life Insurance**

A. Upon the Effective Date of this Agreement, the City shall provide the City Manager with the same insurance plans (medical, dental, vision, disability, and accident) which are provided to other City Department Heads and shall pay that portion of the employee and dependent rate or premium as is determined by the City Council for all other City Department Heads.

B. City Manager shall be provided, at City’s expense, with a term life insurance policy equal to one and one-half (1 ½) times the City Manager’s annual base salary. Said policy shall include a double indemnity payment of accidental death during the course of employment. Upon an increase in the City Manager’s base salary, the amount of life insurance shall be increased accordingly.

C. City Manager shall be allowed to participate in a Retirement Health Savings (RHS) plan. The City will contribute \$600 per month to the RHS.

### **Section 7. Pension and Deferred Compensation**

- A. City Manager shall be covered by the California State Employee Retirement System (CalPERS) and entitled to the annuity as specified by the City's CalPERS contract and applicable Memoranda of Understanding for Department Heads at the time of his retirement. The City and City Manager shall each pay their full share of the CalPERS retirement contribution rate as determined by the City's CalPERS contract. No additional contributions shall be made on behalf of City Manager to the City's EPMC program from and after the effective date of this Agreement. Nothing herein shall be deemed to affect any EPMC benefits previously earned by City Manager during his employment with the City in any other position.
- B. City shall contribute the equivalent of 7.5% of the City Manager's base salary to a deferred compensation program selected by the City Manager from the list of plans offered by the City. This deferred compensation benefit shall not exceed the maximum amount allowed under Internal Revenue Service regulations for any given tax year. Upon the effective date of this Agreement, City Manager shall no longer be eligible for any PARS supplemental retirement benefit.

### **Section 8. Automobile Allowance**

The City recognizes that the City Manager's duties and obligations require that he have the unrestricted use of an automobile while employed by the City. In recognition of his necessary duties, the City agrees to provide the City Manager with an automobile allowance of \$400 per month.

### **Section 9. Dues and Subscriptions**

City agrees to budget and to pay for the professional dues and subscriptions of the City Manager necessary for his continuation and full participation in national, regional, state and local associations and organizations (e.g. ICMA, League of California Cities, AMA) as necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City during his employment as City Manager.

### **Section 10. Professional Development**

- A. City hereby agrees that it is in the City's best interest that the City Manager set aside a reasonable period of time each year for his continuing educational and professional development.
- B. City hereby agrees to budget and to pay the travel and reasonable expenses of the City Manager for professional and related office travel, meetings and occasions adequate to continue the professional development of the City Manager, and to adequately pursue necessary official and other functions for the City, including but not limited to, the Annual Conference of the International City Management Association, the League of California

Cities, and such other national, regional, state, and local governmental groups and committees thereof which the City Manager serves as a member.

City also agrees to budget and to pay for the travel and reasonable expense of the City Manager for short courses, institutes, and seminars that are necessary for his professional development and for the benefit of the City.

City shall not be responsible for the cost of the City Manager's spouse in the event she attends a conference or seminar with him.

- C. City Manager's attendance at conferences or seminars is subject to the requirement of the WCMC in which the City Manager's absence from a City Council meeting must be approved by the City Council.

### **Section 11. Education and Tuition Benefit**

City shall provide reimbursement to the City Manager up to \$2,500.00 annually for all tuition, books, and related educational costs incurred for college courses taken by the City Manager towards the attainment of a post-graduate degree (M.P.A., M.B.A.) or in a field related to his duties as City Manager.

### **Section 12. General Expenses**

The City recognizes that certain expenses of a non-personal, but job-related nature are incurred by the City Manager, and the City agrees to reimburse or to pay these general expenses on a monthly basis. The Finance Director is hereby authorized to reimburse the City Manager upon the presentation of a receipt, voucher, statement, or personal affidavit of duly executed expenses.

### **Section 13. City Council Commitments**

- A. Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through the City Manager or his designee, and neither the City Council nor any member thereof shall give direction to any subordinate of the City Manager, either publicly or privately.
- B. No member of the City Council shall order the appointment or removal of any person to any office or employment under the supervision and control of the City Manager.
- C. Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Manager, as specified in the WCMC and Personnel Rules, this Agreement, or any other lawfully adopted and authorized policy document.

### **Section 14. Indemnification**

City shall defend, save harmless and indemnify the City Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as City Manager. The City

Manager agrees to cooperate in any and all litigation matters which may be filed in the future. The City shall pay all costs incurred by the City Manager in connection therewith, including travel fees and costs associated with such matters, subject to the City's right to reimbursement pursuant to Section 17 below.

**Section 15. Bonding**

City shall bear the full costs of any fidelity or other bonds required of the City Manager pursuant to any law or ordinance.

**Section 16. Other Terms and Conditions of Employment**

The City, in consultation with the City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law.

**Section 17. Reimbursement to City**

Notwithstanding the foregoing, the following provisions requiring reimbursement for certain compensation and/or indemnification provided to Employee by the City apply:

(a) Paid Leave:

Pursuant to Government Code section 53243, in the event that Employee is convicted of a crime involving the abuse of his office or position, as defined by Government Code section 53243.4, with the City, any paid leave salary provided by the City for the time period in which the Employee is under investigation for such crimes shall be fully reimbursed by Employee to the City.

(b) Legal Defense:

Pursuant to Government Code section 53243.1, in the event that Employee is convicted of a crime involving abuse of his office or position, as defined by Government Code section 53243.4, Employee shall fully reimburse the City for all the costs of his legal criminal defense.

(c) Severance:

Pursuant to Government Code section 53243.2, in the event that Employee is convicted of a crime involving abuse of his office or position, as defined by Government Code section 53243.4, Employee shall fully reimburse the City for any cash settlement, including but not limited to severance pay, paid to Employee related to his termination under this Agreement.



**Section 18. Notices**

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY: City of West Covina  
Attention: Mayor  
1444 West Garvey Ave., South  
West Covina, CA 91790

CITY MANAGER: Christopher J. Freeland  
City Manager's Office  
1444 West Garvey Ave., South  
West Covina, CA 91790

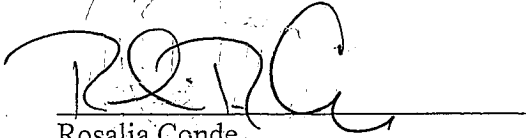
**Section 19. General Provisions**

- 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 City Manager.
- C. Any modification of this Agreement will be effective only if in writing and signed by both parties executing this Agreement.
- 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 and construed in accordance with the laws of the State of California.
- F. In the event either party commences an action, either by arbitration or judicial proceedings, against the other arising out of or in connection with the enforcement of the terms of this Agreement, the prevailing party shall be entitled to have and recover from the losing party, in addition to any award at law or equity, reasonable attorney's fees, court costs, and costs of suit or arbitration, including costs of appeal, if any, in such amount as the court or arbitrator may award.

IN WITNESS WHEREOF, the City of West Covina (CITY) has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and Chris Freeland (CITY MANAGER) has signed and executed this Agreement, both in duplicate, this day and year first above written.

ATTEST:

"CITY"



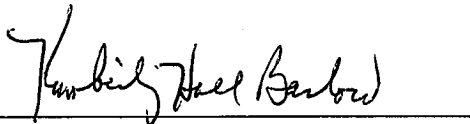
Rosalia Conde  
City Clerk



Fredrick Sykes  
Mayor

APPROVED AS TO FORM

"CITY MANAGER"



Kimberly Hall Barlow  
City Attorney



Christopher J. Freeland