

City of Woodland Employment Agreement

This Employment Agreement ("Agreement"), made by and between the City of Woodland, a California municipal corporation ("City") and [REDACTED] ("Employee"), an individual, both of whom agree as follows:

Section 1. Appointment; Duties and Authority

A. City agrees to appoint Employee as Fire Chief, to perform the functions and duties specified in the Fire Chief job description, subject to the direction and oversight of the City Manager, and to perform other legally permissible and proper duties and functions. Employee's appointment is "at will," meaning that the employee serves in the capacity of Fire Chief at the pleasure of the City Manager.

B. Employee agrees to maintain any licenses or certifications required by Employee's job description.

Section 2. Hours of Work.

The Fire Chief is an exempt position, and Employee is expected to engage in those hours of work necessary to fulfill the obligations of the position. Employee must be available to other staff and members of the public during City's regular hours of business, and generally Employee is expected to be working during such regular hours of business. Employee's position also requires frequent time worked outside of customary business hours (e.g. to attend City Council meetings or other functions on City's behalf). As such, Employee's daily and weekly work schedule will vary in accordance with the work to be performed, and in accordance with specific direction provided by the City Manager.

Section 3. Performance Evaluation

The City Manager shall conduct an annual evaluation of Employee's performance on a date agreed to by the City Manager and Employee, but not later than July 1, 2026. The evaluation process shall include a written evaluation, as well as a meeting to discuss the evaluation and to provide direction and feedback. Progress on achieving established goals will inform any additional discretionary compensation adjustments during the term of this Agreement.

Section 4. Compensation

A. Effective January 1, 2025 the City agrees to pay Employee a monthly gross base salary of \$18,200 per month, to bring the compensation for the position closer in alignment with the market. Employee shall receive a three and one half percent (3.5%) increase of monthly gross base salary effective January 1, 2026, subject to the City Manager's discretion and an overall positive evaluation of Employee's performance, as described in this Agreement.

B. Employee shall be paid at the same intervals and in the same manner as other management employees, and all wage payments are subject to applicable payroll taxes and withholdings.

C. Employee shall be eligible for "Acting Pay" in the case of Employee's assignment by the City Manager or City Council as Acting City Manager for periods in excess of three (3) consecutive

City business days). The “Acting Pay” premium shall be ten percent (10%) of Employee’s gross base salary and shall apply to the duration of the assignment so long as it continues uninterrupted, up to a maximum of six (6) months or as otherwise limited by law.

D. Employee shall be eligible to receive additional compensation above their regular salary at a rate of Two Hundred Dollars (\$200) per month, pursuant to the City Manager’s discretion for employees with documented bilingual proficiency. The additional compensation referenced in this section, if applicable, may be amended from time to time, to remain consistent with the Citywide Bilingual policy.

E. Upon commencement of Employee’s fifteen (15th) year of consecutive employment with City, Employee will be eligible for a 2.5% increase of base pay as longevity pay. Upon commencement of Employee’s twentieth (20th) year of consecutive employment with City, Employee will be eligible for an additional 2.5% increase in salary as longevity pay.

F. The City of Woodland will match Employees deferred compensation contribution up to 5% of employees base salary, subject to limitations and restrictions imposed by law and by the City’s 457 plan. Only plans approved by the City in its deferred compensation program will be eligible for the City contributions. Employee is responsible to ensure that employee’s contribution and City’s matching contribution meet Internal Revenue Code Section 457 deferred compensation requirements. In addition, as salary is adjusted, Employee will be responsible to make periodic changes to the amounts of compensation deferred.

Section 5. Health, and Life Insurance Benefits

A. City agrees to provide Employee with access to the same City-sponsored health and welfare benefit programs (medical, dental, vision, long term disability, and life insurance), as provided under the Fire Mid-Management Unit MOU (“FMM”), except as otherwise specified in this Agreement.

B. City shall pay the amount due for term life insurance in an amount equal to \$50,000 based on the agreement the City has with MetLife. Employee shall have the right to choose the beneficiary on such policy and buy additional coverage at his own expense. City will also pay the required premium payments for short term and long term disability insurance coverage for Employee during the Term of this Agreement.

C. For health insurance benefits, the City will contribute an amount equal to the premium allowance included in the Fire Mid Management Association MOU. If Employee provides proof of coverage under an outside medical insurance program, Employee may decline to accept City-sponsored medical coverage, and will be eligible for taxable cash-in-lieu payment of \$405 per month.

D. City agrees to establish a provision allowed by Section 125 of the Internal Revenue Code. Such account shall provide for pre-tax treatment of employee obligations for medical and dependent care costs.

Section 6. Sick, Vacation, Holidays, and Administrative Leave

A. Sick Leave. Employee shall accrue sick leave at the rate of one (1) day (i.e. 8 hours) for each month worked. Employee may use paid sick leave in accordance with the City’s sick leave

Section 8. Cell Phone

Employee is eligible to receive the City Cell phone stipend, consistent with the current City Cell Phone Stipend policy.

Section 9. Retirement

A. City provides retirement benefits through the California Public Employees Retirement System ("CalPERS"). Employee pays the 9% employee retirement contribution. As a CalPERS "classic" member, Employee's retirement benefit is based on a 3%@50 formula with the highest one year average.

B. Additional Employee Contribution towards Employer share per PERS Section 20516 contract amendment by all employees under the 3%@50 Retirement Formula. All employees under the 3%@50 Retirement Formula shall contribute 4% of PERSable salary towards the employer share of PERS retirement pursuant to PERS Code Section 20516 contract amendment.

C. Medical Insurance Upon retirement. If employee retires from the City, the employee may be eligible for Medical Insurance in accordance with CalPERS Medical Plan. Employees who were hired before July 1, 2006, with ten (10) or more years of service, are eligible to receive benefits under the City's PERS plan. Insurance benefit levels to retirees will be equal to those of active Fire Mid-Management Employees. Employee will not receive Dental, Vision, Long Term Disability after retirement.

Section 10. Use of City Vehicle

Employee will be eligible for assignment of a City-owned vehicle, subject to the guidelines provided for in the City's Vehicle Policy.

Section 11. Term

The term of this Agreement shall be for the period from the date of execution through December 31, 2024, unless terminated earlier by either party as provided herein.

Section 12. Termination

A. Termination by City. Employee understands and agrees that Employee works at the will and pleasure of the City Manager, and that Employee may be re-assigned to the classification of Battalion Chief at any time, with or without cause. Notice of re-assignment shall be provided to Employee in writing.

B. Termination by Employee. The employee may voluntarily terminate his employment at any time by giving not less than fourteen (14) days' notice. Upon receipt by the City of notice to voluntarily terminate pursuant to this provision, the City shall have the option, at its sole discretion, to make Employee's termination effective any date prior to the end of such period, provided that the City pays Employee all compensation due and owing through the last date actually worked, plus an amount equal to the base pay that would have been earned by the Employees through the balance of the above notice period.

policy, for those purposes specified in City policy and the California Labor Code. Sick leave is not eligible for cash-out at any time, and any remaining accrued sick leave at such time of Employee's retirement from City service will be governed by the then-existing City contract with CalPERS.

B. Vacation. Employee shall accrue vacation leave at the rate of fifteen (15) hours per month, earned on a pro rata basis per pay period. Employee shall also have 16 vacation hours added to vacation leave total as of July 1 each year.

Because Employee has more than ten (10) years of City service, a vacation accrual cap of forty-four (44) days (i.e. 352 hours) shall apply.

Employee may, at his request, have up to eighty (80) hours of accrued vacation leave per calendar year paid directly at the regular hourly rate of pay at the time of the request in lieu of time off; provided Employee has previously used at least one (1) week of vacation time in the same calendar year.

C. Holidays. Employee shall be entitled to those paid holidays recognized by the City in the Mid-Management MOU.

D. Administrative Leave. Employee shall receive an annual bank of eighty (80) hours administrative leave on July 1 each year. The City and Employee agree that Employee may cash out up to 40 hours of unused Administrative Leave anytime during each fiscal year, and that any remaining administrative leave in Employee's leave bank as of each June 30 will be forfeited.

Section 7. Expense Reimbursement, and Professional Development.

A. City shall pay the cost of any fidelity or other bonds required by law or City policy. Further, City shall reimburse Employee at the standard IRS mileage rate for any business-related use of a personal vehicle for official business, excepting that Employee should always attempt to utilize a vehicle owned by City to avoid such expense whenever possible. Other business-related expenses Employee may incur are eligible for reimbursement under the terms of City's expense reimbursement policies.

B. Employee shall be eligible to participate in the Professional Growth Incentive Program, which provides reimbursement up to \$625 per fiscal year for professional memberships (including licenses, applications and renewal fees), subscriptions, professional training, and computer equipment and software.

C. Employee is expected to participate in conferences or meetings related to position of Fire Chief. Employee will be allowed attend any training, meeting, course, or seminar that is job related. The City will cover (budget permitting) the Employee's travel, lodging, subsistence, and registration costs for all of the above. Participation in any of the above will be on city time.

D. Employee shall receive a monthly uniform allowance of \$100 per month (annual total of \$1200). Employees are responsible for purchasing all uniforms which are not considered personal protective equipment (PPE) to include safety footwear safety footwear and Nomex uniforms as part of the uniform allowance.

(Employee agrees to provide notice of updated address information within three (3) business days of any relocation.)

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission by overnight delivery or by the United States Postal Service.

Section 19. General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between City and Employee. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written Agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on City and Employee and shall not be assignable or transferable, in whole or in part, by either party. Any such purported transfer or assignment shall be null and void.
- C. Effective Date. This Agreement shall become effective and Employee's employment shall commence on January 1, 2025, or on the latest date of signature below, whichever is later.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- E. Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq.* of the Government Code, as it may be amended or renumbered.
- F. Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action. Nothing in this subsection shall be read to prevent the parties from agreeing to some alternative method of dispute resolution. If such a method is agreed to, any final determination shall include an award of attorney's fees and costs by the presiding officer.
- G. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and City agree that venue for any dispute shall be in Yolo County, California.
- H. Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.
- I. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or

Section 13. Severance

A. Subject to subsection (B) below, if this Agreement (and thus Employee's employment) is terminated, then Employee may become eligible for severance benefits as set forth in this Section. Eligibility for such severance payment is expressly conditioned upon Employee's execution (and expiration of any applicable revocation period) of (i) a waiver and release of any and all of Employee's claims against City, City's current and former Council members, and City's then-current and former employees ("the Released Parties"), and (ii) a covenant not to sue all Released Parties. The amount of severance will be determined by the City Manager, but cannot exceed the lesser of (i) Employee's monthly base salary multiplied by six (6) or (ii) Employee's monthly base salary multiplied by the remaining number or months on the Agreement's term. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this section..

B. If the termination of Employee is the result of gross mismanagement, an act of moral turpitude, or acts that would constitute a felony under California or federal law, Employee shall not be eligible for any severance pay. In such an instance, Employee's sole remedy shall be a judicial action for declaratory relief to determine whether there was substantial evidence of gross mismanagement and/or an act or acts of moral turpitude. If the court determines there was not substantial evidence of the behavior negating Employee's eligibility for severance pay, Employee shall receive the severance pay provided in this subsection, but no other damages.

Section 14. Indemnification

City shall indemnify and defend Employee in accordance with the California Government Claims Act. City's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, except as otherwise specifically required by law. City will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee, as well as the amount of any settlement or judgment rendered thereon.

Section 14. Notices

Notice pursuant to this Agreement shall be given by personal service, by overnight delivery service (e.g. Federal Express), or by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City of Woodland
300 First Street
Woodland, CA 95695
Attn: Sarah Lansburgh, City Clerk

Employee:



condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

J. Counterparts. The Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

EMPLOYER:

CITY OF WOODLAND

By: 
Ken Hiatt, City Manager

01/21/2025
Date

EMPLOYEE:



01/21/2025
Date

APPROVED AS TO FORM


Ethan Walsh, City Attorney
Best, Best & Krieger LLP

1/21/2025
Date

EXHIBIT A

*(MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WOODLAND AND THE
WOODLAND FIRE MID-MANAGEMENT UNIT)*

