

**CITY MANAGER AT-WILL EMPLOYMENT AGREEMENT  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 1st day of December 2020, by and between the CITY OF EUREKA, State of California, a municipal corporation, (“CITY”), and Miles Slattery, (“EMPLOYEE”) (together “the parties”) The parties understand and agree as follows:

**RECITALS:**

WHEREAS, the Charter of the City of Eureka, at Section 600 and following, establishes the Office of the City Manager, and delineates the duties of the Office; and

WHEREAS, CITY wants to engage the services of Miles Slattery to perform the duties of the Office of the City Manager of the City of Eureka, as provided by the City of Eureka Charter; and

WHEREAS, the Eureka City Council wants to provide certain benefits, to establish certain conditions of employment, and to set working conditions of EMPLOYEE; and

WHEREAS, the parties want to establish certain conditions of employment and to set forth the working conditions of the EMPLOYEE within the framework of an at-will employment relationship; and

WHEREAS, it is the intention of the parties to fully comply with the provisions of the Charter of the City of Eureka and CITY’s municipal code; and

WHEREAS, the parties acknowledge that EMPLOYEE is a member of the International City/County Management Association (ICMA) and that EMPLOYEE is subject to the ICMA Code of Ethics.

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

**Section 1: DUTIES**

CITY employs EMPLOYEE as City Manager of the CITY to perform the functions and duties of City Manager as set forth in the Eureka Charter, the Municipal Code, resolutions, ordinances, and/or other regulations of the City, and to perform other legally permissible and proper duties and functions as the City Council from time-to-time assigns. EMPLOYEE’S employment with CITY is at-will.

## **Section 2: TERM**

- A. This Agreement will commence December 1, 2020 and continue for an indefinite time.
- B. Nothing in this Agreement prevents, limits or otherwise interferes with the right of the CITY Council to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 3.
- C. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the EMPLOYEE to resign at any time from his position with CITY, subject only to the provisions set forth in Section 4.

## **Section 3: TERMINATION AND SEVERANCE PAY**

- A. EMPLOYEE'S employment terminates upon the occurrence of any of the following events:
  - 1. Upon sixty (60) days' notice given to the CITY by the EMPLOYEE; or
  - 2. Upon the death of the EMPLOYEE; or
  - 3. Upon the permanent disability or inability of the EMPLOYEE to perform the essential duties of his position; or
  - 4. Upon the effective date of retirement from the CITY'S service pursuant to CalPERS; or
  - 5. Upon a decision of the City Council of CITY to terminate EMPLOYEE with cause.
  - 6. Upon a decision of the City Council of CITY to terminate EMPLOYEE without cause.
- B. If EMPLOYEE is terminated under the provisions of Section 3.A.6., above, then in that event CITY agrees to pay EMPLOYEE a lump sum cash severance payment equal to the total of the EMPLOYEE's then current aggregate salary, benefits, and deferred compensation that he would have been entitled to receive for a period of six (6) months under the terms of this Agreement. EMPLOYEE must also be compensated for all earned vacation, holidays (excluding sick leave) and other accrued benefits to the date of termination.
- C. If EMPLOYEE is terminated for cause or conviction, then, in that event, CITY has no obligation to pay the aggregate severance sum designated in the above paragraph.

Notwithstanding the provisions of Section 3.A.6, above, EMPLOYEE may not be terminated under that Section 3.A.6, for a period of six (6) months following a municipal election in which a new Council Member(s) is/are elected. "Termination for Cause" includes:

1. Willful breach of this Agreement as interpreted pursuant to Labor Code Section 2924.
2. Habitual neglect of the duties required to be performed as City Manager as interpreted pursuant to Labor Code 2924.
3. Any acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude.
4. Conviction of a felony act which would bring disrespect to the Office of City Manager or the CITY.
5. Willful violations of CITY policies of a serious nature, including but not limited to, CITY's Sexual Harassment or "Drugs in the Workplace" policies.

D. Under the Eureka Municipal Code, if EMPLOYEE is terminated or suspended for cause, EMPLOYEE is entitled to a written notice of the cause of his removal or suspension from duty, and he has the opportunity to be heard on the cause of his removal or suspension before a public hearing of the City Council.

E. In the event CITY at any time during the term of this Agreement reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all employees of CITY, or in the event CITY refuses, following written notice, to comply with any other provision benefitting EMPLOYEE herein, or the EMPLOYEE resigns following a suggestion, whether formal or informal, by the Council that he resign, then in that event the EMPLOYEE may, at his option, be deemed to be terminated at the date of the reduction or the refusal to comply within the meaning and context of the herein severance pay provision.

#### **Section 4: RESIGNATION**

In the event EMPLOYEE voluntarily resigns his position with CITY, then EMPLOYEE must give CITY a sixty-day (60) notice in advance, unless the parties agree otherwise.

#### **Section 5: COMPENSATION**

CITY agrees to pay EMPLOYEE for his services rendered an initial annual base salary of \$162,000.00, payable in installments at the same time as other unrepresented employees of the CITY are paid. In addition, CITY agrees to increase the salary and/or benefits in the amounts and to the extent that the Council may determine that it is desirable to do so based on periodic salary review. These reviews will be conducted on an annual basis on or about the Anniversary Date of this Agreement.

Except as hereinafter provided, EMPLOYEE will receive any other and further benefits that are accorded other unrepresented employees of the CITY, including, but not limited to, cost of living adjustments, holidays, sick and bereavement leaves, and management leave days.

## **Section 6: PERFORMANCE EVALUATION**

- A. The Council will review and evaluate the performance of EMPLOYEE after six months of service and thereafter at least once annually on or about the Anniversary Date. This review and evaluation must be in accordance with specific criteria developed jointly by CITY and EMPLOYEE. These criteria may be added to or subtracted from as the Council may from time to time determine in consultation with the EMPLOYEE. Further, the City Council will provide the EMPLOYEE with a summary written statement of the finding(s) of the City Council and provide an adequate opportunity for the EMPLOYEE to discuss his evaluation with the City Council.
- B. Annually, on or about the Anniversary Date, the City Council and EMPLOYEE must define written goals and performance objectives that they determine necessary for the proper operation of the CITY and for the attainment of the City Council's policy objectives, and will further establish a relative priority among those various goals and objectives. They must generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- C. In effecting the provisions of this Section 6, the City Council and EMPLOYEE agree to abide by the provisions of applicable law.

## **Section 7: EQUIPMENT**

CITY must provide at CITY's cost all office, computing, and communications equipment (including cellular phone and tablet/laptop), furniture, and fixtures necessary and convenient to carry out the terms of this Agreement. This equipment, furniture, and fixtures remain the property of the CITY unless otherwise specifically agreed in writing.

## **Section 8: AUTOMOBILE**

EMPLOYEE's duties require that he have the exclusive and unrestricted use of an automobile at all times during his employment with the CITY. Should the CITY not provide a vehicle, EMPLOYEE may furnish his own personal vehicle for which the CITY must provide a monthly allowance of Three Hundred Fifty Dollars (\$350). If EMPLOYEE furnishes his own automobile, he must provide proof of the following insurance and name CITY as an additional insured:

**Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if EMPLOYEE has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Provided that the stated policy limit may be met by a combination of an automobile liability policy and excess or umbrella insurance.

## **Section 9: VACATION, SICK, AND MANAGEMENT LEAVE**

- A. EMPLOYEE will receive five (5) weeks of vacation per year. Vacation accrual will be equivalent to (five) 5 weeks of combined vacation and executive leave per year.
- B. EMPLOYEE will utilize and accrue, and have credited and removed from his personal account, vacation, holidays (including personal holidays), and sick leave at the same rate and on the same basis as other Unrepresented employees of the City.
- B. EMPLOYEE will be given the same holidays as other unrepresented employees of the City.
- C. EMPLOYEE will receive 72 hours of management leave per year in recognition of the time EMPLOYEE must work outside normal office hours.

## **Section 10: DISABILITY AND LIFE INSURANCE**

- A. CITY will provide to the EMPLOYEE life insurance, workers compensation, and short-term disability coverage on the same basis as other unrepresented employees of the City, and to pay all premiums thereon.
- B. CITY's Medicare contribution of 1.45% is matched by an EMPLOYEE contribution of 1.45% of EMPLOYEE's salary for mandated Medicare coverage.

## **Section 11: RETIREMENT**

CITY agrees to pay the CITY's cost, excluding the EMPLOYEE's share, into the California Public Employees' Retirement System (CalPERS ??? formulas) for the benefit of the EMPLOYEE.

## **Section 12: DUES AND SUBSCRIPTIONS**

CITY agrees, to the extent it is financially able and with City Council approval, to budget for and 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 his continued professional participation, growth, and advancement, and for the good of the CITY.

## **Section 13: PROFESSIONAL DEVELOPMENT**

- A. CITY hereby agrees, to the extent it is financially able and with City Council approval, to budget for and to pay for travel and subsistence expenses of EMPLOYEE for professional and office travel, meetings, and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official

functions for CITY, including but not limited to the ICMA Annual Conference, the state league of municipalities, and any other national, regional, state, and local governmental groups and committees on which EMPLOYEE serves as a member.

B. CITY also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expense of EMPLOYEE for short courses, institutes, and seminars that are necessary for his professional development and for the good of the CITY.

#### **Section 14: INDEMNIFICATION**

Subject to the provisions of Government Code Sections 825 and 995.2, CITY must defend, save harmless, and indemnify EMPLOYEE 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 EMPLOYEE'S duties as City Manager.

Subject to the provisions of Government Code Section 825, CITY will compromise and settle any claims or disputes and pay the amount of any settlement or judgment rendered thereon.

#### **Section 15: BONDING**

CITY will bear the full cost of any fidelity or other bonds required of the EMPLOYEE under any law or ordinance.

#### **Section 16: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. The Council, in consultation with the City Manager, must establish any other terms and conditions of employment as it may determine from time to time, relating to the performance of EMPLOYEE, provided the terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Eureka Charter and Municipal Code or any other law.

B. In addition to any benefits enumerated specifically for the benefit of the EMPLOYEE, all provisions of the City of Eureka Charter and Municipal Code, regulations and rules of the CITY relating to vacation and sick leave, retirement and pension system contributions, holidays and other benefits and working conditions as they now exist or later may be amended, also apply to EMPLOYEE as they would to other employees of the CITY

#### **Section 17: NOTICES**

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

- (1) CITY: City of Eureka, 531 K Street, Eureka; California 95501
- (2) EMPLOYEE: Miles Slattery, 531 K Street, Eureka, California 95501

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

#### **Section 18: GENERAL PROVISIONS**

- A. The terms herein are the entire Agreement between the parties.
- B. This Agreement is binding upon and inures to the benefit of the heirs at law and executors of EMPLOYEE and may only be amended by the mutual written agreement of the parties.
- C. This Agreement is effective commencing December 1, 2020. The “Anniversary Date” of this Agreement is December 1st.
- D. If any section or any portion of a section contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement is severable, is not affected, and remains in full force and effect.
- E. CITY and EMPLOYEE agree that they will, at all times, assist each other in defending any litigation involving the CITY, or EMPLOYEE’s duties with the CITY.
- F. Should any litigation occur between the parties regarding the enforcement or interpretation of this Agreement, the prevailing party, in addition to damages, is entitled to recover reasonable attorney’s fees and costs.

IN WITNESS WHEREOF, the City of Eureka has caused this Agreement to be signed and executed on 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.

CITY OF EUREKA

By: \_\_\_\_\_  
Susan Seaman, Mayor

EMPLOYEE

By: \_\_\_\_\_  
Miles Slattery

Approved as to Form:

By: \_\_\_\_\_  
Robert Black, City Attorney

Attest:

By: \_\_\_\_\_  
Pamela J. Powell, City Clerk