

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF CHOWCHILLA AND CHARLES BRIAN HADDIX**

THIS AGREEMENT for City Administrator services is entered into by and between the City of Chowchilla, a municipal corporation in the State of California (hereinafter referred to as "City") and Charles Brian Haddix as of May 12, 2015 (the "Effective Date").

**RECITALS**

WHEREAS, the City of Chowchilla City Council desires to appoint and employ Charles Brian Haddix (hereinafter referred to as "City Administrator") as City Administrator for the City of Chowchilla pursuant to the Chowchilla Municipal Code; and

WHEREAS, City Administrator desires to accept the appointment as the City Administrator of the City; and

WHEREAS, it is the desire of the City and the City Administrator to set forth certain compensation, benefits, establish certain conditions of employment, and to set certain working conditions on the City Administrator in this Agreement.

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

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, City Administrator shall provide to City the services described in the job description attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein, and to perform such other legally permissible and proper duties and functions the City's Council shall from time to time direct. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on June 8, 2015 ("Start Date") and shall continue until the earlier of (1) termination by either City Administrator or the City in accordance with the terms and conditions of this Agreement or law; or (2) June 7, 2018.

**1.2 Standard of Performance.** City Administrator shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which City Administrator is engaged in the geographical area in which City Administrator practices its profession. City Administrator shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in City Administrator's profession. City Administrator shall perform all duties in compliance with the most recent Code of Ethics issued by the International County/City Management Association (commonly known as the "ICMA"). The Chowchilla City Council is

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entitled to review City Administrator's compliance with this Agreement at any time and in any manner but agrees to consider criteria for review recommended by City Administrator.

- 1.3 **Hours of Work.** City Administrator shall devote such time to the performance of services required by this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2. The parties recognize that City Administrator must devote a great deal of time outside normal office hours on business for the City. Accordingly, City Administrator may establish an appropriate work schedule to accommodate these needs. City Administrator shall nevertheless spend as much time at City offices during regular business hours as is practical given City Administrator's other job responsibilities.

**Section 2. COMPENSATION.**

- 2.1 **Annual Salary.** City hereby agrees to pay City Administrator as compensation for services rendered pursuant to this Agreement, an annual base salary in the amount of one hundred forty thousand one hundred fifty-six dollars and fifty-two cents (\$140,156.52) commencing on the Start Date payable in installment payments in the same manner and at the same times as salaries of other executive managers of the City. This beginning pay represents City Administrator's hiring at a level D on the City compensation scale for this position.

Commencing December 8, 2015, City Administrator shall be compensated an annual base salary in the amount of one hundred forty-four thousand three hundred sixty-one dollars and twenty cents (\$144,361.20) payable in installment payments in the same manner and at the same times as salaries of other executive managers of the City. This second salary level represents City Administrator being elevated to a level E on the City compensation scale after successfully completing six (6) months of service to the City.

- 2.2 **Benefits.**

2.2.1 City Administrator shall be entitled to the following benefits as provided to the City's mid-management and executives as detailed in the Memorandum of Understanding ("MOU") reached between the City of Chowchilla and The Chowchilla Mid-Management Confidential Association ("MMCA"):

- (a) Holiday leave;
- (b) Bereavement leave;
- (c) Military leave;
- (d) Leave of absence without pay;
- (e) Family medical leave;
- (f) Witness and jury duty benefits;
- (g) Health insurance benefits; and
- (h) Retirement benefits.

A copy of the current MOU is attached to this Agreement as Exhibit "B." City Administrator shall be subject to any future changes to the MOU or new agreements between the City and the MMCA with regard to the above items.

**2.2.2 Vehicle:** City Administrator is also entitled to the use of a City vehicle for employment purposes and personal use incidental to employment use. City Administrator shall not use City vehicles for daily commuting between the City and City Administrator's home. Should a City vehicle not be available for use by City Administrator for City business, City Administrator shall be entitled to seek reimbursement from the City for City Administrator's use of City Administrator's personal vehicle at the rates established by the Internal Revenue Service.

**2.2.3 Cell Phone:** City Administrator shall be reimbursed for up to sixty dollars (\$60.00) per month toward City Administrator's use of his personal cell phone for business purposes.

**2.2.4 Annual Leave:** In lieu of the vacation time, sick leave, and overtime compensation provided under the MOU, and any expectation of administrative time or management leave, City Administrator is entitled to two hundred eighty hours (280) of annual leave. Each year is measured by a government calendar year (July 1 to June 30). City Administrator will be entitled to a prorated amount of leave for the first year of this Agreement. Otherwise, annual leave will accrue in its entirety at the beginning of the government year. Should this Agreement be terminated at any time other than June 30 of a given year, City Administrator's Annual Leave for that year will be prorated to account for the time City Administrator was actually employed by the City. At no time shall City Administrator's accrued annual leave exceed five hundred sixty (560) hours.

**2.2.5 Conferences and Membership:** The City agrees to annually budget for and pay City Administrator's professional dues and subscriptions necessary for City Administrator's continuation and full participation in not more than two professional organizations that have direct relevance to City Administrator's employment with the City, provided the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget. City also agrees to budget for and pay City Administrator's travel to and subsistence expenses for professional and official travel, meetings, and occasions adequate to continue City Administrator's professional development and to adequately pursue the City's official functions, provided such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

**2.2.6 Bonding:** City shall bear the full cost and expense of any fidelity or other bonds City Administrator is required by law to have to perform the services required by this Agreement.

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**2.2.7 Benefits Approval:** The City's policies and procedures require certain benefits be approved by a supervisor prior to use. City Administrator shall obtain the City Mayor's approval of benefits when supervisor approval is required by City policy and procedures, except that City Administrator shall not obtain monetary payment in lieu of actual time off without prior approval from a majority of the Chowchilla City Council.

**Section 3. OTHER EMPLOYMENT.** Other than part-time employment subject to the prior approval of the City Council, City Administrator agrees to remain in the City's exclusive employment and not to be become otherwise employed while this Agreement is in effect. City Administrator agrees that should the City Council agree to other part-time employment, that employment shall not interfere with the City Administrator's performance of duties under this Agreement.

**Section 4. TERMINATION.**

**4.1** City Administrator expressly understands and agrees that City Administrator serves as an at-will employee of the City, and the City may cancel this Agreement at any time, with or without cause, by providing City Administrator written notice of such termination and stating whether such termination is with cause. For purposes of this Agreement, "cause" shall be defined as a termination based on any of the following:

**4.1.1** City Administrator's willful breach or habitual neglect of duties required to be performed to fulfill the terms of this Agreement, including but not limited to City Administrator's refusal to follow the Chowchilla City Council's directions.

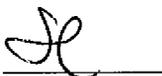
**4.1.2** City Administrator's repeated unexecuted absences from City Administrator's office and duties.

**4.1.3** City Administrator's continued incapacity to perform the duties of employment, as decided by the City Council.

**4.1.4** City Administrator's commission of any felony, or any act of dishonesty or moral turpitude, whether criminally prosecuted or not, unless such act was specifically authorized by the City Council.

**4.1.5** City Administrator's failure to maintain a reputation for serving all Chowchilla City Council members equally and impartially.

**4.2** In the event the City terminates this Agreement before its natural expiration, City Administrator shall be entitled to compensation for services performed to the effective date of termination. City, however, may condition payment of such compensation upon City Administrator delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials



provided to City Administrator or prepared by or for City Administrator or the City in connection with this Agreement.

- 4.3 In the event the City terminates this Agreement prior to its natural expiration without cause, City Administrator shall be entitled to severance pay as provided for below. City Administrator shall not be entitled to any severance benefits if termination is with cause, as defined above.

4.3.1 If termination without cause occurs within the first eighteen months of this Agreement, then City Administrator shall be entitled to the equivalent of six (6) months base salary and six (6) months of the same health care benefits provided immediately prior to termination.

4.3.2 If termination without cause occurs during the final six (6) months of this Agreement, then City Administrator shall be entitled to the equivalent of the base pay and health care benefits the City would have paid to City Administrator had this Agreement not been prematurely terminated.

- 4.4 Notwithstanding the forgoing, City Administrator shall not be terminated within one hundred eighty (180) calendar days following the date a newly elected or appointed councilmember is duly sworn into office, unless such termination is supported by a four-fifths (4/5) vote of the council, or such termination is for cause, as defined above.

- 4.5 City Administrator may cancel this Agreement upon forty-five (45) days written notice to City and shall include in such notice the reasons for cancellation. City Administrator shall not be entitled to any severance pay or benefits upon such voluntary termination.

- 4.6 **Options Upon Breach by City Administrator.** If City Administrator materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to the following:

4.5.1 Immediately terminate the Agreement;

4.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by City Administrator pursuant to this Agreement; and/or

4.5.3 Retain a different City Administrator to complete the work described in this Agreement.

**Section 5. INDEMNIFICATION AND CITY ADMINISTRATOR'S RESPONSIBILITIES.**

5.1 **City's Indemnification of City Administrator:** City shall defend, hold harmless, and indemnify City Administrator as required by California's Government Code.

5.2 **City Administrator's Indemnification of City:** City Administrator shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, defend with counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to the recklessness or willful misconduct of the City Administrator ("Claims"). City Administrator will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

Notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of City Administrator to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

**Section 6. KEEPING AND STATUS OF RECORDS.**

6.1 **Records Created as Part of City Administrator's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that City Administrator prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. City Administrator hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and City Administrator agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

6.2 **City Administrator's Books and Records.** City Administrator shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a

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minimum of three (3) years, or for any longer period required by law, from the date of final payment to the City Administrator to this Agreement.

- 6.3 **Inspection and Audit of Records.** Any records or documents that Section 6.2 of this Agreement requires City Administrator to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 4546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** City Administrator and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, City Administrator and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Nondiscrimination and Equal Opportunity.** City Administrator shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by City Administrator under this Agreement. City Administrator shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

**Section 8 MISCELLANEOUS PROVISIONS.**

- 8.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Madera in the United States District Court for the Eastern District of California.
- 8.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in

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whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**8.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**8.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

**8.5 Conflict of Interest.** When consented to by the City's Council, City Administrator may serve other clients, but none whose activities are within the corporate limits of City or whose business, regardless of location, would place City Administrator in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 41000 *et seq.*

City Administrator hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If City Administrator was an employee, agent, appointee, or official of the City in the previous twelve months, City Administrator warrants that it did not participate in any manner in the forming of this Agreement. City Administrator understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and City Administrator will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and City Administrator will be required to reimburse the City for any sums paid to the City Administrator. City Administrator understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**8.6 Solicitation.** City Administrator agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**8.7 Notices.**

Any written notice to City Administrator shall be sent to:

Charles Brian Haddix  
530 E. Mallard Circle  
Fresno, CA 93730

Any written notice to City shall be sent to:

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City of Chowchilla  
Attn: Mayor  
130 S. Second Street  
Chowchilla, CA 93610

With copy to:

Cota Cole LLP  
Attn: Chowchilla City Attorney  
3401 Centrelake Drive, Suite 670  
Ontario, CA 91761  
lcrane@cotalawfirm.com

- 8.8 Integration.** This Agreement, including the job description attached hereto and incorporated herein as Exhibit A and the MOU attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and City Administrator and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 8.10 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 8.11 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.12 Assignment and Subcontracting.** City and City Administrator recognize and agree that this Agreement contemplates personal performance by City Administrator and is based upon a determination of City Administrator's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of City Administrator. City Administrator may not assign this Agreement or any interest therein without the City's prior written approval. City Administrator shall not subcontract any portion of the performance contemplated and provided for herein without the City's prior written approval.
- 8.13 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and City Administrator shall survive the termination of this Agreement.
- 8.14 Authorized Signature.** Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.



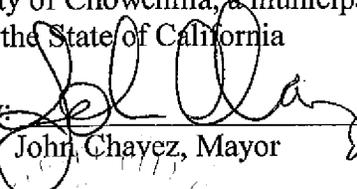


The parties have executed this Agreement as of the Effective Date.

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CITY ADMINISTRATOR

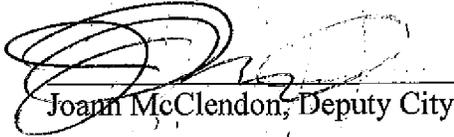
City of Chowchilla, a municipal corporation  
of the State of California

By:   
John Chayez, Mayor



Charles Brian Haddix

ATTEST:

  
Joann McClendon, Deputy City Clerk

## EXHIBIT A

### Job Description

- A. To see that all laws and ordinances of the city are duly enforced, and that all franchises, permits and privileges granted by the city are faithfully observed;
- B. To analyze the functions, duties and activities of the various departments, divisions and services of the city government and of all employees thereof and to make such recommendations to the city council with reference thereto as in your judgment will result in the highest degree of efficiency in the overall operation of the city government;
- C. To exercise control over all departments of the city government and over all officers and employees thereof, except elective officers and their respective staffs, and to recommend to the city council the appointment of, or the removal of all such officers or employees of the city;
- D. To attend all meetings of the city council, city planning commission and other such commissions that may be appointed by the city council, unless excused therefrom;
- E. To recommend to the city council for adoption such measures and ordinances as you deem necessary or expedient;
- F. To keep the city council at all times fully advised as to the financial conditions and needs of the city;
- G. To cause to be prepared and submitted to you by each department, division or service of the city government, itemized annual estimates of income and expenditures required by any of them for capital outlay, salaries, wages and miscellaneous operating costs; to tabulate the same into a preliminary consolidated municipal budget and submit the same to the city council before the first regular meeting in May of each year with your recommendations as to such changes which you deem advisable;
- H. To prepare and to submit to the city council as of the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year, such financial report not to be confused with the city clerk's report to the State Controller;
- I. To purchase or cause to be purchased, in accordance with the purchasing ordinance, all supplies for all departments or divisions of the city;
- J. To make investigation into the affairs of the city, and any department or division thereof, and any contract, or the proper performance of any obligations of the city;
- K. Analyze contracts, leases, reports, purchase bids and other matters requiring comprehensive analysis in preparation for City Council action;
- L. To investigate all complaints in relation to matters concerning the administration of the city government and in regard to the service maintained by public utilities in the city;
- M. To exercise general supervision over all public buildings, public parks and other public property, including the City's airport, which is under the control and jurisdiction of the city council;

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- N. Administer the City's Human Resources program by, among other things, representing the City in the labor negotiations process and supervising heads of departments.
- O. To devote your entire time to the duties of the City Administrator office and the interest of the city;
- P. To provide leadership for civic movements designed to benefit the residents of the city when so authorized by the city council;
- Q. To supervise in general the operations of all departments of the city, securing special counsel as required;
- R. To compile and keep up to date, a complete inventory of all property, real and personal, owned by the city and to recommend to the city council the purchase of new machinery, equipment and supplies whenever in your judgment the same can be obtained at the best advantage, taking into consideration trade-in value of machinery and equipment, etc., in use;
- S. In addition to the elective officers and their respective staffs, when said members of the staff are acting in the capacity of a deputy to such elective officer, the planning commission, the position of city attorney, and the position of city engineer shall be excluded from the scope of the administrative officer's surveillance; however, the services and facilities of the city attorney, the city engineer and the planning commission shall be made available to the administrative officer; and
- T. To perform such other duties and exercise such other powers as may be, or have been, delegated to the City Administrator from time to time by ordinance or resolution of the city council.

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**EXHIBIT B**

**Memorandum of Understanding Entered Between The City of Chowchilla and The  
Chowchilla Mid-Management Confidential Association**

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City's Initials: AL

City Administrator's Initials: OBH