

RESOLUTION NO. 2077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
 AUTHORIZING THE EXECUTION OF AN EMPLOYMENT
 AGREEMENT WITH BLAIR KING

BE IT RESOLVED by the City Council of the City of Soledad that the Mayor and the City Clerk be, and they are hereby authorized and directed for and on behalf of the City of Soledad, to execute with BLAIR KING and Employment Agreement in the form of the document hereunto attached, marked "Exhibit A," and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 15th day of April, 1991, by the following vote:

AYES, and in favor thereof, Councilmembers: Fabian Barrera, Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem John Holguin, Mayor Joe Ledesma
 NOES, Councilmembers: None
 ABSENT, Councilmembers: None


 MAYOR OF THE CITY OF SOLEDAD

ATTEST:


 CITY CLERK OF THE CITY OF SOLEDAD

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made by and between the CITY OF SOLEDAD, a municipal corporation, hereinafter called Employer, and Blair King, hereinafter called Employee, as follows:

1. Employment. Employer hereby employs Employee as City Manager, and Employee hereby accepts said employment upon the terms and conditions hereinafter set forth.

2. Term The term of this agreement shall commence on June 17, 1991, and shall continue until terminated as hereinafter set forth. Employee hereby represents that he will stay in the exclusive employment of the City of Soledad and will neither seek nor accept other employment before June 30, 1993.

3. Duties. Employee's duties under this agreement shall be those assigned to the office of City Manager by the general laws of the State of California and by City Ordinance (Municipal Code Chapter 2 08), as from time to time amended. Employee shall devote as much time to said duties as shall be required for their proper performance, regardless of the number of hours involved.

4. Salaries and Benefits. For all services to be rendered by Employee under this agreement, Employer shall pay to Employee a salary of \$60,500 00 per year, payable in equal semi-monthly installments. In addition, employee shall be provided with full Employee benefits under Employer's existing group medical insurance, group disability insurance, and retirement plans.

5. Extent of Services Employee shall devote his full time, attention and energies to his duties hereunder and while so employed shall not be engaged in any other business activity whatsoever, directly or indirectly, either alone or as a partner, Employee or agent of any other person, firm or corporation; provided, that nothing in this paragraph shall be construed to prevent Employee from making business investments which will not require any services on his part

6. Vacation, Sick Leave, Compensatory Time Off.

Employee shall be allowed ten (10) working days vacation time each year, with pay, commencing with the first year of service. He shall be entitled to sick leave and compensatory time off as provided in the personnel regulations for City employees.

7. Moving Expenses. Employer agrees to pay all

reasonable expenses incurred by Employee for moving his household goods from his present place of residence at Coalinga, California, to his new place of residence in Soledad. Before contracting for any such expense, Employee shall obtain at least three (3) bids and shall consult with the City Council or its appointed representatives concerning the proposed contract.

8. Rental of Residence Employer shall lease to

Employee a residence in the City of Soledad for a rental of \$650 per month, pursuant to the terms of the rental agreement in the form of the document hereunto attached, marked "Exhibit No. 1".

9. Automobile Employer shall provide Employee with a

City automobile for his official use while employed hereunder. Said automobile will be maintained and provided with gas and oil by Employer. Any other expense incurred by Employee in connection with the official use of said automobile will be paid or reimbursed by Employer upon receipt of an itemized statement of the same.

10. Home Computer Employer shall advance to Employee

the sum of One Thousand Five Hundred Dollars (\$1,500.00) to be applied by Employee to the purchase price of a home computer for Employee's use during the period of his service with City.

11. Expenses; Dues and Subscriptions. All travel and

other expenses incurred by Employee in the performance of his official duties, including a per diem allowance at the rate from time to time established by the City Council, shall be reimbursed by Employer upon receipt of an itemized statement of the same. Dues and subscriptions connected with Employee's duties hereunder will be paid by Employer if approved in advance by the City Council.

12. Review of Job Performance. At the end of each year

of employment under this agreement, or any extension hereof, Employer (acting through the City Council), shall conduct a review of Employee's job performance. The results of such review, including findings and conclusions and the facts upon which they are based, shall be furnished to Employee in oral or written form, and Employee shall be given full opportunity to comment upon them. All such information shall be kept confidential by the parties and shall be used by said parties only for the purpose of improving the employment relationship or for the purpose of exercising rights under the terms of this agreement.

13. Termination. This agreement may be terminated prior to expiration of the term specified in Paragraph 2 above in any one of the following ways

(a) By mutual agreement of the parties hereto, expressed in writing, or

(b) By Employee, upon giving to Employer not less than sixty (60) days' prior written notice of his election to terminate, or

(c) By Employer, for cause, arising from a wilful breach of duty or habitual neglect of duty by Employee, by Employee's conviction of a crime involving moral turpitude, or for any conduct by Employee which makes it impossible or impracticable for him to perform his duties hereunder, or that seriously impedes Employer operations; or

(d) By Employer, without cause, upon giving to Employee written notice of termination, provided that notice of such termination shall not be effective unless such termination is approved by not less than four members of the City Council, and further provided that.

(1) If such termination occurs during the first year of the initial term of this agreement Employee shall be paid forthwith a sum equal to his then base salary for a period of 120 days, or

(2) If such termination occurs during the second year of the initial term hereof, Employee shall be paid forthwith a sum equal to his then base salary for a period of 90 days, or

14. Compatibility with State Law. This agreement is made subject to all applicable laws of the State of California, specifically including but not limited to Section 36506 of the Government Code. In the event of any conflict between the provisions of this agreement and any such state law, the provisions of said state law shall apply.

15. Compatibility with Municipal Code. The provisions of this agreement are subject to the limitations contained in Chapter 2.08 of the Soledad Municipal Code, and in the event of any conflict between the provisions of this agreement, and said Chapter 2.08, the provisions of Chapter 2 08, shall be controlling, except that the notice provisions of paragraph 13(a), above, for termination by employee [ninety (90)] days shall prevail over the provisions of Section 2 08.110 of the Soledad Municipal Code [thirty (30) days]

IN WITNESS WHEREOF, the said parties have executed this agreement on 15 th day of April, 1991.

CITY OF SOLEDAD, a
California municipal
corporation

BY: Joe C. Ledema

Blair King

ATTEST

Betty Bullock
City Clerk

