

RESOLUTION NO. 2248

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 a third year 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 28th day of June, 1993, by the following vote:

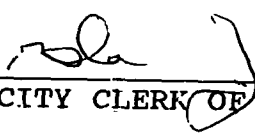
AYES, and in favor thereof, Councilmembers: John Holguin, Ben Jimenez, Jr., Richard Ortiz, Mayor Pro Tem Fabian Barrera

NOES, Councilmembers: None

ABSENT, Councilmembers: Mayor Fred Ledesma


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

EMPLOYMENT AGREEMENT

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1993

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 July 1, 1993, and shall continue for a term of one (1) year, until July 1, 1994, or until terminated as set forth in Paragraph 10

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. Employer and Employee have agreed that in recognition of the current financial status of the City of Soledad, as well as pending potential financial impacts imposed on the City of Soledad by continuing reductions to the State of California's budget, the base salary noted herein has not been adjusted by a merit increase. The Soledad City Council has directed that this Agreement expressly state that the absence of a merit increase is not a reflection of Employee's job performance, but rather, a consequence of the City's financial condition

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. Employee shall be entitled to sick leave and compensatory time off as provided in the personnel regulations for City employees, with the exception that upon termination, Employee shall be entitled to sick leave buy-back at 50% of accumulated time, said accumulated sick leave not to exceed 15 days.

Exhibit "A"

7. Car Allowance. Employee shall utilize his own personal automobile for official use while employed under the terms of this Agreement. Employer will provide Employee with a monthly automobile allowance of \$350 to cover the costs of automobile maintenance, gas and oil for all travel within a 100 mile radius of the City of Soledad. Travel in excess of a 100 mile radius shall be reimbursed to Employee at the IRS mileage rate, which is currently set at \$0.28, upon receipt of a monthly itemized mileage report.

8. 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. Said travel expenses are separate and distinct from those mileage expenses detailed in Paragraph 7. Dues and subscriptions connected with Employee's duties hereunder will be paid by Employer if approved in advance by the City Council.

9. 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.

10. 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 upon termination, Employee shall be paid forthwith a sum equal to his then base salary for a period of 90 days

11. 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

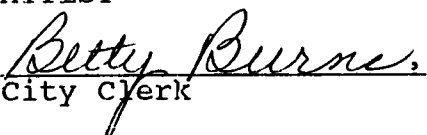
12. Compatibility with Municipal Code. The provisions of this agreement are subject to the limitations contained in Chapter 2 08 of the Soledad Municipal Code, and in the event of any conflict between the provisions of this agreement, and said Chapter 2.08, the provisions of Chapter 2.08, shall be controlling, 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 (3) days].

IN WITNESS WHEREOF, the said parties have executed this agreement on 28 th day of June, 1993

CITY OF SOLEDAD, a
California municipal
corporation

By:  

ATTEST

 Deputy
City Clerk