

COUNCIL AGENDA REPORT

CITY COUNCIL

Jim Price, Mayor
Jim Vineyard Paul Creighton
Brian Raymond Cindy Vierra

MEETING DATE: April 3, 2018
TO: Mayor and City Council
FROM: Douglas L. White, Interim City Attorney
SUBJECT: Interim City Manager Employment Agreement

RECOMMENDED COUNCIL ACTION

It is recommended that City Council ratify the Interim City Manager Employment Agreement ("Agreement"), for Lori Waterman, and authorize and direct the Mayor to execute the Agreement on behalf of the City of Atwater ("City").

I. BACKGROUND

The City of Atwater ("City") has an immediate need for an employee to temporarily perform the duties of City Manager for the City.

II. ANALYSIS

Lori Waterman is the current Deputy City Manager for the City. The Interim City Attorney has negotiated an employment agreement with Lori Waterman, to temporarily fill the position of Interim City Manager. The employment agreement will be for a term of three (3) months, or until such time that a new City Manager, whether permanent or temporary, is appointed by the City Council. When this occurs, Ms. Waterman will resume her position as Deputy City Manager, provided that the reason the City Council terminates the Agreement is without good cause. Additionally, Ms. Waterman shall receive a five percent (5%) salary increase while working as the Interim City Manager. All other provisions of the Agreement mirror Ms. Waterman's Deputy City Manager employment agreement, which was executed on March 26, 2018. A copy of the City Manager job description, which outlines Ms. Waterman's new duties, is attached hereto as Exhibit 2.

III. FISCAL IMPACTS

Staff does not foresee any significant fiscal impact on the City as Ms. Waterman will be making less than the former Interim City Manager.

IV. LEGAL REVIEW

The Interim City Manager Employment Agreement has been reviewed by the Interim City Attorney.

V. POLICY ALTERNATIVES

Staff is not recommending any policy alternatives at this time due to the immediate need of an Interim City Manager.

VI. INTERDEPARTMENTAL COORDINATION

This item does not require any interdepartmental coordination, but the incoming Interim City Attorney will work extensively with each City department to ensure a seamless transition.

VII. PUBLIC PARTICIPATION

Pursuant to California Government Code Sections 53260-53264, the purpose of ratifying employment agreements in open session of the City Council is to provide the public the opportunity to provide comments prior to ratification by the City Council.

VIII. ENVIRONMENTAL REVIEW

This item does not have an environmental impact.

IX. SUBSEQUENT ACTION

Upon ratification by the City Council, the necessary parties will execute the Agreement.

Prepared by: _____
Douglas L. White, Interim City Attorney

- Attachments: 1. Interim City Manager Employment Agreement
2. City Manager Job Description

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (the "Agreement") is made and entered into as of the 3rd day of April 2018, ("Effective Date"), by and between the CITY OF ATWATER ("City") and LORI WATERMAN ("Employee"). The City and Employee shall be referred to herein individually as a "Party" and collectively as "Parties." There are no other parties to this Agreement.

RECITALS

- A. Employee has been employed by the City since April 10, 2006; and
- B. Under Section 2.04.010 of the Atwater Municipal Code ("A.M.C."), the City has created the position of City Manager to be the administrative head of the City government under the direction and control of the City's city council ("City Council"); and
- C. The City has an immediate need for an employee to temporarily perform the position of City Manager during the recruitment period; and
- D. City Council has evaluated Employee's knowledge, experience, administrative skills and abilities, as evidenced in her professional background and during Employee's current employment as the City's Community Development Director and has determined that Employee is qualified to fill the position of Interim City Manager; and
- E. The Parties have agreed to employ Employee as the Interim City Manager ("Interim City Manager") for the City.
- F. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Interim City Manager.
- G. The Parties' desire to execute this Agreement pursuant to the authority of, and subject to, the provisions of California Government Code ("Government Code") section 53260 *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above ("Recitals") are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies

between Recitals and Section 1 through 10 of this Agreement, Sections 1 through 10 will prevail.

Section 2. Appointment of Interim City Manager, Duties, and Term.

Section 2.1. Appointment of Interim City Manager. The Atwater City Council (“City Council”) hereby appoints Employee to the position of Interim City Manager, in and for the City, to perform the function and duties of the Interim City Manager under the direction of the City Council and as outlined in A.M.C. section 2.04.050. Employee accepts such appointment and employment pursuant to the terms of this Agreement. Employee shall further perform the functions and duties specified in the job description, attached hereto as Exhibit A, under the laws of the State of California, the City’s Municipal Code, Ordinances, and Resolutions, and such other duties and functions as the City Council may from time-to-time assign.

Section 2.2. Secondary Employment/Conflict of Interest. Employee agrees to devote all of her productive time, ability, and attention to the City’s business to the extent necessary to perform her duties and responsibilities in a manner satisfactory to City. During the Term, as defined in Section 2.5 of this Agreement, Employee shall not hold secondary employment or engage in activities which conflict with, or present the appearance or possibility of conflicting with, City’s business interests. As such, Employee agrees that Employee will notify the City Council in writing if Employee accepts secondary employment, so City may determine whether there is a conflict or potential conflict with the satisfactory performance of Employee’s duties and/or the best interest of the City. Employee has the right to volunteer for such nonprofit organizations as she may see fit and further provided that such volunteer services shall not interfere with her duties Interim City Manager.

Section 2.3. Exempt Employee. The general business hours for City employees are Monday through Thursday, 9:00 a.m. to 5:00 p.m. However, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 *et seq.*). Employee shall not receive overtime or extra compensation for hours worked outside of the City’s general business hours, which are necessary to fulfill the duties of the Interim City Manager position, unless otherwise provided in this Agreement.

Section 2.4. Duties/Schedule. The Interim City Manager’s daily and weekly work schedule shall vary in accordance with the work required to be performed. The Interim City Manager position may include frequent attendance at evening meetings and frequent irregular hours as necessary to meet deadlines and achieve objectives. The City Council recognizes that the Interim City Manager must devote a great deal of her time outside normal office hours to business of the City and, to that end, will be allowed to take Administrative Leave, as defined in Section 5.3 of this Agreement, as she shall deem appropriate during said normal office hours, subject to notification.

The Interim City Manager's initial duties shall be as shown in the job description attached as Exhibit A and as outlined in A.M.C. section 2.04.050. Employee shall perform Employee's duties under this Agreement pursuant to the laws of the State of California and applicable City municipal codes and resolutions. Employee understands that Employee's duties may be amended from time to time by the City, as necessary to meet the City's needs. No modification or change in Employee's responsibilities, duties or position shall otherwise change or revoke any other provision of this Agreement.

Unless otherwise specified in this Agreement, Employee shall be bound by all the policies, rules and regulations of City now in force and effect applicable to Employee's position, and by all such other applicable policies, rules and regulations as may be hereafter implemented and called to her notice and will faithfully observe and abide by the same. No such policy, rule or regulation shall alter, modify or revoke employee's status as an at-will employee or any other provision of this Employment Agreement.

Section 2.5. Term. The term of this Agreement shall be for three (3) months from the Effective Date ("Term"), or until such time that the City Council appoints another individual to serve as the City Manager, whether permanent or temporary, whichever occurs first. If this occurs, Employee shall be immediately resume her position as Deputy City Manager, provided the reason for termination of the Agreement is without good cause, pursuant to Section 5.3 below.

Section 3. At-Will Employment.

Section 3.1. At-Will. Employee is an at-will employee serving at the pleasure of the City Council, as provided in Government Code section 36506 and Municipal Code section 2.09.040. Accordingly, the City Council may terminate Employee's employment at any time, with or without cause, by a majority vote of the whole City Council, convened in a regular Council meeting

Section 3.2. No Property Right in Employment. Employee understands and agrees that the terms of her employment are governed only by this Agreement and that no right of employment for any specific term is created by this Agreement. Employee further understands that based on her "at-will" employment status, she acquires no property interest in her employment by virtue of this Agreement, and that she is not entitled to due process for any disciplinary actions under the City's personnel policies and rules, including termination

Section 4. Compensation and Benefits

Section 4.1 Interim City Manager Salary. Beginning with the first pay period following approval of this Agreement, for services performed as Interim City Manager, Employee shall receive a five percent (5%) increase in her current compensation ("Base Salary"). Employee shall be subject to the requirement of two (2) furlough days per month until such time as the furlough requirement is modified for similarly situated City employees.

Section 4.2. Pro-rata Decrease. Employee acknowledges that the Base Salary may be subject to a pro-rata decrease based on the City Council's adoption of an unpaid Mandatory Furlough Program adopted as a budgetary measure.

Section 4.3. Automobile. For services performed as Interim City Manager, Employee shall have the option to either use a City vehicle, if available, or to use her personal vehicle and receive reimbursement for mileage pursuant to the City's Travel Policy.

Section 4.4. Administrative Leave. It is recognized that Employee must devote a great deal of time outside the normal office hours to City business as Interim City Manager. To that end, Employee shall receive eighty (80) hours of administrative leave ("Administrative Leave") per year (prorated from the Effective Date), which may be cashed out annually if budgeted funds are available to permit the cash out. Administrative Leave is only available for use or cash out in the year in which it is given and shall not be carried over. Any unused Administrative Leave expires on June 30 of each fiscal year and shall not be carried over from year to year.

Section 4.5. Sick Leave and Vacation.

4.5.1. Sick Leave. Interim City Manager shall accrue four (4) hours of sick leave per pay period over 24 pay periods. Interim City Manager shall be permitted to cash out up to ninety-six (96) hours of accrued and unused sick leave annually if budgeted funds are available to permit the cash out. There is no cap on sick leave accruals.

4.5.2. Vacation Leave. Employee shall accrue 6.67 hours of vacation leave per pay period for 24 pay periods. Employee may cash out up to eighty (80) hours of accrued, unused vacation annually if budgeted funds are available to permit the cash out. Vacation accrual rate shall increase based on years of service with the City consistent with the Mid Managers Group, or Department Director Group (if established), whichever provides the greater benefit to Employee. Accruals are capped at twice the annual accrual amount.

Section 4.6. Holidays. Employee shall be subject to the provisions governing Holidays as are set forth in the City's Personnel Rules and Regulations.

Section 4.7. Medical, Dental and Vision.

4.7.1 Medical, Dental and Vision During Employment. During the term of this Agreement, or any extension hereof, the City shall pay the premiums for Employee and her qualified dependents' medical, dental and vision insurance on the same terms and conditions as are offered to other similarly situated City employees, consistent with the tier system utilized for the Mid Managers Group, or Department Director Group (if

established), whichever provides the greater benefit to Employee. Employee shall be responsible for the payment of any premiums not paid for by the City and all deductibles, co-payments and disallowed costs. Should Employee elect not to participate in the City's medical plan, or elect to enroll in medical coverage through her spouse, she shall be eligible for in-lieu payments in the amount set by City Council resolution.

4.7.2 Medical Upon Retirement. Upon Employee's retirement from the City, the City shall continue to pay the premiums for Employee and her qualified dependents' medical insurance on the same terms and conditions as are offered to other similarly situated City annuitants, consistent with the tier system utilized for the Mid Managers Group, or Department Director Group (if established), whichever provides the greater benefit to Employee at the time of Employee's retirement. Employee shall be responsible for the payment of any premiums not paid for by the City and all deductibles, co-payments and disallowed costs. When Employee and her qualified dependents become eligible for Medicare, the City's medical insurance plan shall become secondary insurance and the City's obligation to pay premiums as set forth in this Section shall be reduced accordingly.

4.7.3 Dental and Vision Upon Retirement. Upon Employee's retirement from the City, Employee and eligible dependents may elect to remain on the City's dental and/or vision coverage plans for the period established by COBRA, but Employee will be responsible for paying the full amount of the monthly premium amounts for Employee and eligible dependents, which are established by the City's provider, as well as all deductibles, co-payments, and disallowed costs. Said amounts are subject to change annually. The City shall bill Employee on a monthly basis for the full amount of the monthly premiums. Non-payment will result in disenrollment of Employee and eligible dependents without the option to re-enroll. Upon expiration of the COBRA period, coverage for Employee and dependents shall be discontinued.

Section 4.8. Retirement. The City participates in CalPERS. CalPERS will make the determination if Employee is considered a "Classic" or "New Member" (as defined under Government Code section 7522.04), and Employee shall contribute based on the enrolled tier. The City shall pay 100% of the employer contribution. Employee shall pay 100% of the employee contribution.

Section 4.9. Life Insurance. During the term of this Agreement, or any extension hereof, the City shall pay 100% of all premiums to cover the life insurance policy currently in place for the benefit of Employee.

Section 4.10. Disability. During the term of this Agreement, or any extension hereof, the City shall pay 100% of all premiums to cover both short term and long-term disability benefits for the benefit of Employee.

Section 4.11. Unemployment. During the term of this Agreement, or any extension hereof, the City shall contribute to the Unemployment Insurance Program for the benefit of Employee, at no cost to Employee.

Section 4.12. Changes in Fringe Benefits or Working Conditions. Except as otherwise provided herein, to the extent they are not in conflict with the terms of this Agreement, all provisions of the Rules and Regulations of the City relating to changes to fringe benefits and/or working conditions as they now exist, or hereinafter may be amended, shall also apply to Employee as they would to other Department Directors, in addition to the benefits enumerated for the benefit of Employee as herein provided.

Section 5. Termination of Employment and Severance.

Section 5.1. Voluntary Resignation. Employee may resign at any time and agrees to give the City at least thirty (30) days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full-time public service with the City, Employee shall provide three (3) months advance written notice. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation or retirement, the City shall pay to Employee all salary and other compensation due and owing under this Agreement. In the event of voluntary resignation or retirement, Employee shall not be entitled to Severance, as set forth in Section 5.3 of this Agreement.

Section 5.2. Termination by City Council. The City Council may terminate this Agreement and remove Employee from her position as Interim City Manager at any time with or without cause and with or without notice, by a majority vote of the whole City Council as then constituted, convened in a regular City Council meeting, as outlined in A.M.C. section 2.04.070. If Employee's termination is based on charges of misconduct that publicly stigmatizes Employee's reputation or impairs her ability to earn a living, or might damage her standing in a community, Employee may, within five (5) business days of the City Council's notice to Employee of their intent to terminate Employee's employment, make a written request for a "name-clearing" hearing (as described in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340 and its progeny) before the City Council in closed session. The "name-clearing" hearing is solely to provide Employee the opportunity to clear her name. The City Council may determine whether the allegations contained in the notice of termination are supported. If the City Council determines that the allegations are not supported, a decision shall be issued to reflect that Employee's termination was without fault. This decision will not, however, require that Employee be reinstated to her position. In the event Employee does not request a "name-clearing" hearing before the City Council, the City Council's decision to terminate will

be effective by the close of business on the fifth (5th) day after the notice was provided to Employee of his or her intent to terminate her employment.

Section 5.3. Termination Without Good Cause. In the event the City Council terminates Employee's employment and this Agreement without Good Cause, as defined in Section 5.4, below, the Employee shall be given the option to either:

- (a) Resume her appointment as Deputy City Manager, where her compensation and benefits are outlined in the Deputy City Manager Employment Agreement, which was executed on March 26, 2018. Under this option, the Employment Agreement entitled "Deputy City Manager Employment Agreement", dated March 26, 2018, shall be reinstated; or
- (b) terminate her employment with the City, and she shall receive a sum equal to four (4) month's Base Salary ("Severance"). Such Severance is subject to the restrictions of Government Code section 53260. Severance shall be paid in the same manner as to other similarly situated City employees unless otherwise agreed to by the City and Employee. In the event the City terminates this Agreement and Employee's employment, Employee shall be entitled to continued medical and dental benefits at her own cost, pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Section 5.4. Termination for Good Cause. The City may at any time immediately terminate this Agreement and Employee's employment for Good Cause, as defined below. If Employee is terminated for Good Cause, the City shall not be required to pay any Severance under this Agreement, nor shall Employee have the right to resume her appointment as Deputy City Manager, and the City shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment and those the City is obligated to provide under federal or state law.

"Good Cause" for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of the City;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Mismanagement;
6. Dishonesty;

7. Failure to perform Employee's duties to the standard set by the City,
8. Any conduct which violates the applicable provisions of the City's personnel policies, rules or regulations for which a City employee may be terminated;
9. Repeated and protracted unexcused absences from the Interim City Manager's office and duties;
10. Willful destruction or misuse of City property;
11. Conduct that in any way has a direct, substantial, and adverse effect on the City's reputation whether during or outside business hours;
12. Willful violation of federal, state, or City discrimination laws;
13. Being under the influence of alcohol or narcotics (for which the employee does not have a valid medical prescription) while on duty;
14. Substance abuse which adversely affects performance of Employee's duties as Interim City Manager;
15. Discourteous treatment of the public or other employees;
16. Refusal to take or subscribe any oath or affirmation which is required by law;
17. Employee's disability resulting in his or her inability to perform the essential functions of his/her job, with or without reasonable accommodation, or City's inability to reasonably accommodate Employee's disability without placing an undue burden on City business operations; or
18. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with, City's legitimate business interests

Employee may also be placed on paid or unpaid investigatory leave during the Term of this Agreement.

Section 6. Notices. Any notice or communication required hereunder between the City and Employee must be in writing and may be given either personally, by facsimile

(with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to Employee: City of Atwater
Attn: Lori Waterman
750 Bellevue Road
Atwater, California 95301
CC: Employee's home address on file

If to the City: City Manager
750 Bellevue Road
Atwater, California 95301

and Churchwell White, LLP
ATTN: Douglas L. White
1414 K Street, 3rd Floor
Sacramento, CA 95814

Section 7. Indemnification. The City shall defend, hold harmless, and indemnify Employee against any tort, personnel, civil rights, or 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 Interim City Manager in accordance with the California Government Claims Act (Government Code section 810 *et seq.*) and shall provide a defense to Employee in accordance with Government Code sections 995-996.6. The City may decline to defend or indemnify Employee only as permitted by the Government Code. City may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment; provided, however, the City's duty to defend and indemnify Employee shall be

contingent upon Employee's good faith cooperation with such defense. In the event the City provides paid leave to the Employee pending an investigation or funds for a legal criminal defense pursuant to this Section, Employee shall reimburse the City for the amount of such paid leave or cost of the legal criminal defense, if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.1. Also, if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his or her office or position as provided in Government Code section 53243.2-53243.4.

Section 8. Bonding. The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 9. Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any of the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.

Section 10. General Provisions

10.1. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the City and Employee.

10.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

10.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

10.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

10.5. Headings. The headings in this Agreement are included for convenience only, and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

10.6. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

10.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

10.8. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

10.9. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

10.10. Venue. Venue for all legal proceedings shall be in the Superior Court in and for the County of Merced in the State of California.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Employee and City as of the date of the Agreement set forth above.

CITY:

EMPLOYEE:

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

By: _____
James Price, Mayor

By: _____
Lori Waterman, an individual

Date Signed: _____

Date Signed: _____

By: _____
Don Hyler III, City Clerk

Date Signed: _____

Approved as to Form and Content:

By: _____
Douglas L. White, Interim City Attorney

CITY MANAGER

DEFINITION

Under the administrative direction of the City Council, to plan, organize, manage, and direct the functions of City government; to represent City Council policies and programs with City staff, community organizations, other agencies, and the public; to review City departments' annual budget requests and develop final expenditure recommendations for presentation to the City Council; to be responsible for employer-employee relations; and to do related work as required. Serves as Disaster Service Worker. FLSA Status: Exempt.

DISTINGUISHING CHARACTERISTICS

This single position class serves as Chief Executive Officer for the operation of City government and the providing of public services. The incumbent serves at the pleasure of the City Council.

REPORTS TO

The City Council.

CLASSIFICATIONS SUPERVISED

Department Heads.

ESSENTIAL FUNCTIONS

Serves as Chief Executive Officer for the City of Atwater; provides the City Council and management with advice and consultation on the development of City services and policies; coordinates the agenda for City Council Meetings; directs special studies and surveys to determine the effectiveness of City government; keeps City Council members informed of the activities and potential problems of City services; represents City Council policies with employees, other government agencies, the public, and community organizations; reviews department budget requests, overseeing preparation of the annual budget and developing recommendations on final expenditure levels for presentation to the City Council; oversees expenditure controls for the adopted budget; maintains a continued awareness of administrative practices and recommends changes to the City Council; has responsibility for City employer-employee relations; reviews the operations of City departments for conformance with appropriate work standards; selects, directs, and evaluates executive management staff; coordinates City functions with other government agencies; oversees the preparation and administration of grant applications; responds to the most sensitive citizen information requests and complaints; serves as the Executive Director of the Fire District, Chief Finance Officer, Chief Building Official, Executive Director of Redevelopment Agency, and Executive

Director of the Housing Authority. Attend night and weekend meetings.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment including computer, telephone, calculator, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; frequent driving to different locations throughout the City; frequent contact with other staff and the public.

MINIMUM QUALIFICATIONS**Knowledge of:**

- Principles and practices of public administration including administrative analysis, fiscal planning and control, and policy and program development.
- Laws, rules, ordinances, and legislative processes controlling municipal government services and operations.
- Organization, problems, and functions of municipal government.
- Research and evaluation methods.
- Personnel, employer-employee relations, and equal employment opportunity programs, procedures, and requirements.
- Principles of management, supervision, training, and employee evaluation.
- Personal computers and software applications related to City management and administration.

Ability to:

- Plan, organize, manage, coordinate, and supervise the functions and services of the City to achieve efficient operations and achieve program goals.
- Prepare and administer the City budget and oversee fiscal controls.
- Coordinate the preparation of the City Council agenda.
- Direct the gathering, organization, analysis, and presentation of a variety of data and information.
- Prepare clear, concise, and accurate records and reports.
- Evaluate, formulate, and develop recommendations on improvements to City operations, programs, and services.
- Provide advice and consultation to the City Council on the development of ordinances, regulations, programs, and policies.
- Communicate well during public presentations.
- Exercise supervisory and management authority tactfully and effectively.
- Effectively represent the City's policies, programs, and services with the public,

community organizations, City staff, and other government agencies.

- Establish and maintain cooperative working relationships.

Training and Experience:

- Five (5) years of broad and extensive management, supervisory, and administrative experience, preferably including work in a public agency involving development and administration of programs, budgets, and public services.

SPECIAL REQUIREMENTS

- None.

Education:

- Graduation from an accredited college or university with a Bachelor's degree in public administration, business administration, or a closely related field.
- A Master's degree in public administration, business administration, or a closely related field is highly desirable.

License:

- Possession of a valid California driver's license.

The contents of this class specification shall not be construed to constitute any expressed or implied warranty or guarantee, nor shall it constitute a contract of employment. The City of Atwater assumes no responsibility beyond the general accuracy of the document, nor does it assume responsibility for any errors or omissions in the information contained herein. The contents of this specification may be modified or revoked without notice. Terms and conditions of employment are determined through a negotiated agreement with the City Council.