

EMPLOYMENT AGREEMENT INTERIM CITY ADMINISTRATOR

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Angels, a California municipal corporation ("City") and Steven Williams, an individual ("Employee"). City and Employee may individually be referred to herein as "Party" or collectively as "Parties." There are no other parties to this Agreement.

RECITALS

WHEREAS, City desires to employ Employee as its Interim City Administrator, temporarily, to carry out the duties and responsibilities of City Administrator as provided for by the City's Municipal Code, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

WHEREAS, Employee desires to accept employment as Interim City Administrator in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

WHEREAS, Employee's employment is authorized by Government Code sections 7522.56 and 21221(h), which permit the City Council to appoint a California Public Employee Retirement System ("CalPERS") retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provide that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits, so long as it is a single appointment that does not exceed nine hundred sixty (960) hours in a fiscal year, inclusive of all hours worked for other CalPERS employers, unless an exception applies.

WHEREAS, Employee represents that he is a retired annuitant of CalPERS within the meaning of Government Code sections 7522.56 and 21221(h) and acknowledges that his compensation is statutorily limited by Government Code section 21221(h). Employee represents that, as of the effective date of this Agreement, as a retired annuitant he can work up to nine hundred sixty (960) hours for City within the fiscal year beginning July 1, 2025. With the execution of this Agreement, Employee affirms that he has not received unemployment insurance compensation arising out of prior employment from any contracting CalPERS Agency during the twelve (12) month period preceding the effective date of this Agreement.

WHEREAS, City, acting by and through the City of Angels City Council, has determined that it is necessary to hire Employee, a retired annuitant, because the position of Interim City Administrator requires special skills, and Employee, by virtue of his knowledge, experience, administrative skills and abilities, has those special skills.

NOW THEREFORE, in consideration of the mutual promises herein contained, City and Employee agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 12 of this Agreement, Sections 1 through 10 will prevail.

Section 2. Effective Date. This Agreement shall become effective as of September 17, 2025, once executed by both City and Employee ("Effective Date").

Section 3. Appointment of Interim City Administrator, Duties, and Term.

3.1. Appointment. Employee accepts employment with City as its Interim City Administrator and shall perform all functions, duties, and services set forth in Section 3.3 [Duties] of this Agreement.

3.2. Term. Employee shall commence the performance of his duties as the Interim City Administrator at 8:00 A.M. on September 17, 2025. This Agreement shall expire upon the earlier of (i) one year of Employee's appointment; (ii) Employee completing his nine hundred sixtieth (960th) hour in any fiscal year, inclusive of hours worked for any agency contracted with CalPERS; (iii) City's appointment of an individual to the City Administrator position; or (iv) subject to the provision of Section 6 [Termination] of this Agreement.

3.3. Duties. Employee shall serve as Interim City Administrator under the terms of this Agreement and shall be vested with the powers, duties, and responsibilities set forth in Chapter 2.08 of the Angels Municipal Code ("MC"), the City Administrator Job Description, the City Personnel Policy, Rules, and Regulations (as may be amended from time to time), and under applicable California law. Employee shall further perform the functions and duties specified under the laws of the State of California, the MC, the then current ordinances and resolutions of the City, and such other duties and functions as the City Council may from time-to-time assign. The City Council may also designate Employee as the chief executive of other City-related legal entities, such as a redevelopment agency, financing authorities, or joint powers authorities.

Employee shall provide services at the pleasure of the City Council. The Interim City Administrator shall keep the City Council fully apprised of all significant ongoing operations of City. Employee shall function as the Chief Executive Officer of the City, will report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide status reports to the City Council on his activities and those of City. Employee shall provide such other services as are customary and appropriate to the position of Interim City Administrator, including attending after-hour City and/or community events, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the Municipal Code. Employee shall devote his best efforts and attention to the performance of these duties.

3.4. Employee's Obligations. Employee agrees to comply with all other applicable laws, ordinances, regulations, and City rules and policies. Employee further agrees that Employee shall devote Employee's productive time, abilities, and attention as necessary to the full accomplishment of Employee's duties and the City's business needs. Accordingly, Employee shall not hold secondary employment or engage in activities which conflict with, or present the appearance or possibility of conflicting with, City's legitimate business interests. As such, Employee agrees that

Employee will notify the City Council in writing if Employee wishes to accept secondary employment sufficiently in advance to allow the City Council to determine whether there is the appearance of, or an actual conflict or potential conflict with the satisfactory performance of Employee's duties and/or the best interest of the City. Should the City Council make such a determination, Employee agrees that Employee will forgo the proposed secondary employment. Notwithstanding the foregoing, Employee shall have the right to volunteer for such nonprofit organizations as Employee may see fit, provided that such volunteer services shall not interfere with Employee's duties on behalf of the City.

Employee shall perform Employee's duties and responsibilities 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.

3.5. Exempt Employee. The general business hours for City employees are Monday through Friday, 8:00 A.M. to 4:00 P.M. However, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act (29 U.S.C., § 201 et seq.). Employee acknowledges that he does not have set hours of work and is expected to be reasonably available at all times and work such hours as may be necessary to fully accomplish his duties. As such, Employee shall not receive overtime or extra compensation for hours worked outside of City's general business hours which are necessary to fulfill the duties of the Interim City Administrator, unless otherwise provided in this Agreement.

Employee agrees to be reachable by telephone for consultation and advice when he is not physically present and working in City. Employee also agrees to respond to City for emergency situations. However, in no event shall Employee be required to work in excess of nine hundred sixty (960) hours per fiscal year for City, including hours worked for other contracted CalPERS Agencies during such fiscal years, unless an exemption applies.

Section 4. At Will.

Employee acknowledges that he is an at-will, temporary employee of City who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. The terms of City's personnel rules, policies, regulations, procedures, ordinances, and resolutions regarding City administrative personnel (collectively "Personnel Policies"), as they may be amended or supplemented from time to time, shall not apply to Employee, unless otherwise required by law. Nothing in this Agreement is intended to, or does, confer upon Employee any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as expressly provided for in Section 3.2 [Term] or Section 6 [Termination] of this Agreement.

Section 5. Compensation.

5.1. Rate of Pay. For all services performed by Employee as the Interim City Administrator under this Agreement, City shall pay Employee at a rate equal to One Hundred Seventy-Seven Thousand, Three Hundred Twenty-Eight and 00/100 Dollars (\$177,328.00) per year, which equals Fourteen Thousand Three Hundred Twenty-Eight and 33/100 Dollars (\$14,328.33) per month or Eighty-Three Dollars and 33/100 (\$83.33) per hour.

5.2. Compliance With CalPERS Requirements. It is the intent of the Parties to compensate Employee only to the extent permitted under Government Code sections 7522.56 and 21221(h), and corresponding CalPERS regulations and policy statements. The rate of pay set forth in Section 5.1 [Rate of Pay] is based on the salary limitations established by CalPERS and is not less than the minimum, nor more than the maximum, rate of pay for the position of City Administrator as listed on the City's publicly available pay schedule.

5.3. Recordation and Reporting of Hours Worked. Employee will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for the City to CalPERS as may be required. City shall assist in any such reporting obligations to CalPERS. Additionally, Employee shall keep City continually apprised of any hours worked by Employee for other CalPERS Agencies during the term of this Agreement.

5.4. Benefits. Other than compensation as set forth in Section 5 of this Agreement, Employee will receive no other benefits, incentives, compensation in lieu of benefits, or other pay or compensation of any sort. Employee understands and agrees that he is not and will not be eligible to receive City-provided benefits including any City group plans for hospital, surgical, or medical insurance, any City retirement programs, or any other job benefits available to employees in the regular service of City, except for Worker's Compensation Insurance coverage or similar benefits required by state or federal law.

5.5. Leave. Employee and City agree that Employee, in accordance with Government Code section 21221(h) and related CalPERS regulations, shall not be provided or accrue any personal time off, vacation, sick leave, administrative leave, paid holidays or similar leave benefits, unless otherwise required by state or federal law.

Section 6. Termination.

6.1. By City. This Agreement may be terminated by City with or without cause by providing five (5) days' written notice to Employee of such termination. City's only obligation in the event of such termination will be payment to Employee of all compensation then due and owing as set forth in Section 5.1 [Rate of Pay] up to and including the Effective Date of the termination. However, this Agreement may be terminated immediately if necessitated by changes to CalPERS statutory or regulatory requirements.

In the event Employee is terminated by the City Council for a reason which has been publicly disclosed and could stigmatize Employee's reputation or impair his ability to earn a living, Employee may, within seven (7) calendar days of receipt of the notice of termination, make a written request for a "name-clearing" hearing (as described in *Lubey v. City and County of San Francisco* (1979) and its progeny) before the City Council. Any such "name-clearing" hearing will be held in accordance with City's standard procedures and solely to provide Employee an opportunity to clear his name.

6.2. By Employee. This Agreement may be terminated by Employee for any reason thirty (30) days after providing written notice to City of such termination. City shall have the option, in its complete discretion, to make Employee's termination effective at any time prior to the end of such period, provided City pays Employee all compensation as set forth in Section 5.1 [Rate of Pay] then due and owing through the last day actually worked.

6.3. Termination Obligations. After notice of resignation or termination, Employee shall cooperate with the City, as requested by the City, to affect a transition of Employee's responsibilities and duties and to ensure that the City is aware of all matters being handled by Employee. Additionally, Employee agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him in the course of his employment belongs to City and shall be returned within forty-eight (48) hours to City upon termination or expiration of Employee's Employment Agreement unless otherwise agreed upon by City. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

6.4. Proprietary Information. "Proprietary Information" is all information and any idea pertaining in any manner to the business of City (or any City affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of City in the course of his/her employment or otherwise produced or acquired by or on behalf of City. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of City's organization, and all Proprietary Information known only through improper means, shall be deemed "Confidential Information." During Employee's employment by City, Employee shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of City and as is, or maybe, necessary to perform his job responsibilities under this Agreement. Following termination, Employee shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of City. Employee's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6.5. No Severance Pay. Employee shall not be entitled to severance pay, and Employee expressly waives all rights with respect to severance pay.

Section 7. Indemnification.

Subject to, in accordance with, and to the extent permitted by the California Government Claims Act [Government Code section 810 *et seq.*], City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during Employee's tenure as Interim City Administrator, except that this provision shall not apply with respect to any intentional tort or crime committed by Employee, or any actions outside the course and scope of his employment as Interim City Administrator. City shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to ensure fulfillment of this hold harmless and indemnification clause. In the event City provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243 through 53243.4.

Section 8. Abuse of Office/Reimbursement to City.

Pursuant to Government Code section 53243, et seq., which became effective on January 1, 2012, if Employee is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (1) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse such amounts paid; (2) if City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Employee shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from City shall be fully reimbursed to the City. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code.

Section 9. Bonding.

City shall bear the full cost of any bonds required of the Interim City Administrator under any law or ordinance.

Section 10. Acknowledgment.

Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

Section 11. Notices.

Any notice or communication required hereunder between City and Employee must be in writing, and may be given either personally, 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 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 City: City of Angels
ATTN: City Clerk
P.O. Box 667
200 Monte Verde Street, Ste. B
Angels Camp, California 95222

and White Brenner LLP
ATTN: Douglas L. White
1608 T Street
Sacramento, California 95811

If to Employee: Steven Williams
P.O. Box 667
200 Monte Verde Street, Ste. B
Angels Camp, California 95222
w/cc: home address on file with City Administrative Services

Section. 12. General Provisions.

12.1. Council Approval/Modification of Agreement. Council Approval/Amendment. This Agreement is contingent on approval by the City Council. The terms and conditions of this Agreement may not be modified or amended at any time except by written agreement signed by both Parties and approved by the City Council.

12.2. 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.

12.3. 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.

12.4. 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 the state or federal law in order to enter into this Agreement have 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.

12.5. 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.

12.6. 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.

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

12.8. 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.

12.9. 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.

12.10. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Calaveras.

12.11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret Sections of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, 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 such Party may be entitled.

12.12. Status of Recruitment. City warrants that as of the Effective Date of this Agreement it has initiated the process for the recruitment of a permanent replacement to the City Administrator position.

[*Signature Page to Follow*]

IN WITNESS THEREOF, this Agreement has been entered into by and between City and Employee as of the Effective Date indicated above.

CITY:

City of Angels Camp, a California
Municipal Corporation

By: _____
Michael Chimente, Mayor

Date: _____

Approved as to Form and Content:

By: _____
Douglas White, City Attorney

Date: _____

EMPLOYEE:

Steven Williams

Steven Williams

Date: _____