

**AGREEMENT BETWEEN THE CITY OF WHEATLAND
AND TERRENCE Y. HILL FOR PUBLIC WORKS DIRECTOR SERVICES**

This Agreement ("Agreement") is made and entered into this 28th day of October, 2025, by and between the City of Wheatland, a municipal corporation ("City") and Terrence Y. Hill, an individual ("Hill"), who agree as follows:

1. Employment. City hereby appoints and employs Hill as Public Works Director of the City, and Hill hereby accepts such employment, on and subject to the terms and conditions of this Agreement.

2. Term. This Agreement shall remain in effect until terminated as provided for in Section 7, Termination.

3. Duties. Hill shall perform those duties and have those responsibilities that are commonly assigned to a Public Works Director of a city in California, and as may be further set forth in the Wheatland Municipal Code. Hill also shall perform such other duties and responsibilities as assigned by the City Manager from time to time. Hill at all times shall act in the best interests of the City and perform his duties in a competent and professional manner.

4. Hours. Hill acknowledges that his position is a full-time, salaried management position that is exempt from the accrual of overtime. It is anticipated that Hill shall work an average of five days per week. However, that time may vary depending on the City's needs. Hill shall not engage in any outside employment, consulting or business, whether for compensation or otherwise, that would interfere with his responsibilities and duties to City.

5. Compensation.

(a) For all services to be rendered by Hill under this Agreement, City shall provide to Hill a salary as listed in the City of Wheatland Salary Schedule in the amount of \$47.56 per hour, consistent with the Step 1 Public Works Director classification adopted by the City of Wheatland effective July 1, 2025. Upon the date of his annual employment review, and with the approval of the City Manager, Hill will be eligible for salary increases to the next step in the Salary Schedule until Hill reaches the top step for this position. Salary shall be paid at the times and in the same manner as other City employees are paid.

(b) Hill shall be entitled to receive any cost of living or similar increase granted by City to General Employee Association member employees during the term of this Agreement.

(c) Hill shall not be compensated for overtime hours worked or otherwise earn or be entitled to compensatory time off for hours worked in excess of eight hours per day or 40 hours per week and shall not otherwise be entitled to any other incentive pay.

(d) Hill shall receive 40 hours of Administrative Leave annually. Administrative leave hours do not accrue and will expire if they are not used by December 31 in the year in which they were earned, and these hours have no cash value in the event any unused balance is remaining upon termination of Agreement.

(e) Hill shall receive medical, dental, and vision benefits in the same manner as provided to General Employee Association members

(f) Hill shall be entitled to participate in the City of Wheatland MissionSquare 401(a) program with a 6% City match to a required 3% employee contribution.

(g) Hill shall receive a \$75 phone allowance consistent with the phone allowance granted by the City to other City employees.

(h) City shall provide Hill a group life insurance policy not to exceed \$75,000 as provided to the city's miscellaneous employees.

(i) Hill shall participate in City's disability insurance programs in the same manner as the city's other miscellaneous employees.

(j) Hill shall accrue sick and vacation leave at the same rate as City's miscellaneous employees and is eligible for pay out of unused vacation leave upon termination of employment, consistent with the Personnel Rules then in effect.

(k) City-related direct business expenses shall be reimbursed to Hill by the City. Itemized documentation shall be required for any such reimbursement. Reimbursement for work boots shall be provided in the same manner as provided to other public works employees.

(l) City shall budget for travel and conference expenses and membership in professional organizations in order for Hill to attend official meetings and occasions in an amount that is reasonably adequate to continue the professional development of Hill and to reasonably pursue necessary official and other functions for City. In adopting the budget, the City has discretion to set what it deems an appropriate number for attendance at conferences and meetings and membership in professional organizations.

(m) Except as provided for in this Agreement, Hill's employment shall be governed by the City Personnel Rules and Regulations Manual (City Resolution No. 42- 19), as such rules and regulations may be amended by City from time-to-time. If any term or condition of this Agreement is inconsistent or in conflict with a term or condition in the Personnel Rules and Regulations Manual, the provision in this Agreement shall govern. If any term or condition of this Agreement is inconsistent or in conflict with a federal or state law, the law shall govern.

6. **Ownership of Documents.** Every document, report, study, spreadsheet, worksheet, plan, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other writing or thing prepared by Hill during the term of his employment (the "Work") shall be the property of City. City shall have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work and prepare derivative and additional documents or works based on the Work without further compensation to or permission from Hill.

7. **Termination.** The Parties intend for this Agreement to create an at-will employment relationship. This Agreement may be terminated prior to its expiration date in any one of the following ways:

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

(b) By Hill, upon giving City not less than 30 days prior written notice of his election to resign from employment and terminate this Agreement.

(c) By the death of Hill.

(d) By City, for cause, upon giving to Hill written notice of immediate termination. The written notice of termination shall specify: (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement for cause, and (2) the opportunity of Hill to meet with the City Council on the reasons for his termination. If Hill requests a meeting, the meeting will be held at the City Council's earliest convenience in a closed session, unless Hill requests an open session. After the meeting, the City Council may affirm, modify, or reverse its discretion to terminate for cause. For purposes of this Agreement, the following will justify termination for cause: willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that makes it impossible or impracticable to perform the duties under this Agreement or that seriously impedes City operations; conduct that tends to bring discredit to City; conduct unbecoming an employee in public service; mishandling of City funds; any intentional misrepresentation or fraud in connection with the performance of his duties; theft of City property; violation of law; or a material breach of this Agreement.

(e) By City, upon action of the City Manager, without cause, upon giving Hill 30 days prior written notice of termination.

Upon termination of the Agreement, the City and Hill are released from any and all duties and obligations to the other, except as provided for in this Agreement.

8. **Eligibility for Severance Pay.** In the event the employment relationship is terminated for cause, Hill shall not be entitled to severance pay. If the employment relationship is terminated without cause, Hill will be eligible to receive severance pay in the amounts set forth below, if he executes a separation agreement as provided by the City:

(a) Upon completion of one year of service under the contract, Hill is eligible for one month of severance pay;

(b) Upon completion of two years of service under the contract, Hill is eligible for two months of severance pay; and

(c) Upon completion of three or more years of service under the contract, Hill could be eligible for three months of severance pay.

9. **Entire Agreement.** The parties intend this writing to be the sole, final, complete, exclusive, and integrated expression and statement of the terms of their contract concerning the subject matter addressed in the Agreement. This Agreement supersedes all prior oral or written negotiations, representations, contracts, or other documents that may be related to the subject matter

of this Agreement, except those other documents that may be expressly referenced and incorporated in this Agreement as provided above.

10. **Notices.** Any notice to be given to Hill shall be sufficiently served if given to him personally or if deposited in the United States Mail, regular pre-paid mail, or with a recognized overnight delivery service such as UPS or FedEx, addressed to him at his most recent residence address as shown on the City's payroll records. Any notice to be given to City shall be addressed to the City Council and delivered or mailed to the City Clerk at City Hall.

11. **Successors and Assigns.** This Agreement is personal to Hill. He may not transfer or assign the Agreement or any part of it. Subject to this restriction on transfer and assignment, this Agreement shall bind, and inure to the benefit of, the successors, assigns, heirs, and legal representatives of the parties.

12. **Amendments.** This Agreement may be amended only by a subsequent writing approved and signed by both parties. Any amendment by City must be approved by the City Council at a noticed public meeting. Individual City Council members do not have the authority, express or implied, to amend, modify, waive, extend or in any way alter this Agreement or the terms and conditions of Hill's employment.

13. **Waiver.** The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

14. **Construction and Interpretation.** The parties agree and acknowledge that this Agreement has been arrived at through negotiation and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

15. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

16. **Governing Law and Venue.** Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. The County of Yuba will be venue for any state court jurisdiction and the Eastern District of California will be venue for any federal court litigation concerning the enforcement or construction of this Agreement.

CITY OF WHEATLAND

TERRENCE Y. HILL

Bill Zenoni, City Manager

Terrence Y. Hill

Attest:

Lisa Thomason, City Clerk