

**AGREEMENT BETWEEN THE CITY OF WHEATLAND  
AND BILL ZENONI FOR CITY MANAGER SERVICES**

This Agreement ("Agreement") is made and entered into this 26th day of June, 2023, by and between the City of Wheatland, a municipal corporation ("City") and Bill Zenoni, an individual ("Zenoni"), collectively, the "Parties", who agree as follows:

1. **Employment.** City hereby appoints and employs Zenoni as City Manager of the City, and Zenoni hereby accepts such employment, on and subject to the terms and conditions of this Agreement.

2. **Term.** This Agreement shall remain in effect until June 30, 2024 unless sooner terminated as provided by the termination provision below. No later than May 31, 2024, the Parties shall confer and determine whether to extend this Agreement on mutually agreeable terms.

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

4. **Hours.** Zenoni acknowledges that his position is a part-time, exempt management position. It is anticipated that Zenoni shall work an average of four days per week, with a target of approximately 80% of the hours of an equivalent full-time position. Beginning October 1, 2023, it is agreed that Zenoni shall work an average of three days per week, with a target of approximately 60% of the hours of an equivalent full-time position. However, the Parties acknowledge that time may vary depending on City's needs. Zenoni shall not engage in any conduct, other employment or business, commercial or professional pursuits, whether for compensation or otherwise, that would interfere with his responsibilities and duties to City or that would reflect unfavorably upon the interests of City.

5. **Compensation.**

(a) For all services to be rendered by Zenoni under this Agreement, City shall provide to Zenoni a salary in the amount of \$105 per hour. The salary shall be paid at the times and in the same manner as other City employees are paid.

(b) Zenoni 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. Zenoni shall not be entitled to paid time off for holidays.

(c) Zenoni shall accrue vacation and sick leave at the same rate as the City's general employees, but the amount of vacation and sick leave earned by Zenoni will be pro-rated consistent with Zenoni's part-time schedule as set forth in Paragraph 4, Hours.

(d) Zenoni shall be allowed to participate in the City's dental and vision insurance coverage if he chooses. Upon enrolling in the City's dental and vision insurance coverage plan, Zenoni shall pay the necessary premiums for himself and any dependent(s).

(e) Zenoni shall be allowed to participate in the 457 deferred compensation plan established by City under the same terms as City's regular employees are allowed to participate, but Zenoni shall not be eligible for any "matching" contributions by City.

(f) Zenoni's employment shall be governed by the City Personnel Rules and Regulations Manual (City Resolution No. 27-06), as such rules and regulations may be amended by City from time to time; provided, however, that the Manual's employee benefit provisions shall not apply to Zenoni unless provided for in this Agreement. If any term or condition of this Agreement is 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.

(g) Because Zenoni's duties require the use of an automobile, City shall reimburse Zenoni for mileage incurred while performing City business (exclusive of commuting mileage) at the current Internal Revenue Service mileage rates. Zenoni shall be required to obtain a rider on his personal automobile insurance naming City as an additional insured, and City shall reimburse Zenoni for any direct expenses related thereto.

(h) City-related direct expenses shall be reimbursed to Zenoni by City. Itemized documentation shall be required for any such reimbursement.

(i) City shall budget for travel and conference expenses and membership in professional organizations, such as ICMA and CCMF, in order for Zenoni to attend official meetings, conferences and occasions reasonably adequate for Zenoni to continue his professional development and to reasonably pursue necessary official and other functions for City. In adopting the budget, City has discretion to set what it deems an appropriate number for attendance at conferences and meetings and membership in professional organizations. Use of such budget shall be at Zenoni's discretion. Authorization for Zenoni to attend or participate in, at City's expense, any travel or conference not included in the annual budget shall be at the discretion of the City Council.

**6. Ownership of Documents.** Every document, report, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other writing or thing prepared by Zenoni 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 Zenoni.

**7. Termination.** 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 Zenoni, upon giving City not less than 90 days prior written notice of his election to resign from employment and terminate this Agreement.

(c) By the death of Zenoni.

(d) By City, for cause, upon giving to Zenoni 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 Zenoni to meet with the City Council on the reasons for his termination. If Zenoni requests a meeting, the meeting will be held at the City Council's earliest convenience in a closed session, unless Zenoni 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, without cause, upon giving Zenoni 30 days prior written notice of termination and payment of severance pay in an amount equal to Zenoni's then-monthly salary multiplied by either: (1) one month; or (2) the portion of a month remaining on the current term of this Agreement as of the effective date of the termination, whichever is less.

**8. 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 in this Agreement.

**9. Notices.** Any notice to be given to Zenoni shall be sufficiently served if given to him personally or if deposited in the United States Mail, regular pre-paid mail, addressed to him at his most recent residence address as shown on the Agency 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.

**10. Successors and Assigns.** This Agreement is personal to Zenoni. 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.

**11. 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 Zenoni's employment.

12. **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.

13. **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.

14. **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.

15. **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

  
Rick West, Mayor

BILL ZENONI

  
Bill Zenoni

Attest:

  
Lisa Thomason, City Clerk