

## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is made and entered into this 12th day of August, 2015 by and between the City of Dixon, a municipal corporation, ("City") and Aaron McAlister ("Employee"), an individual. City and Employee may individually be referred to herein as "Party" or collectively as "Parties". There are no other parties to this Agreement.

### RECITALS

- A. Employee is presently employed with the City in the capacity as Fire Chief ("Fire Chief"). The Fire Chief is the head of the Fire Department whose responsibilities include planning and organizing activities related to fire suppression and prevention, emergency medical services, and emergency preparedness. The Fire Chief is directly responsible to the Dixon City Manager ("City Manager");
- B. The City Manager is authorized to appoint City staff pursuant to Dixon Municipal Code ("Municipal Code") Section 2.09.040;
- C. On February 24, 2015 the City Council adopted a Memorandum of Understanding ("MOU") between the Dixon Senior Management's Association ("DSMA") and the City. Employee was a member of the DSMA;
- D. The MOU covered one year term effective July 1, 2014 and concluded June 30, 2015, at which time the members of the DSMA properly decertified effective on June 30, 2015;
- E. City Manager has evaluated Employee's knowledge, experience, administrative skills and abilities during Employee's current employment as Fire Chief, and recommends that Employee continue his employment as Fire Chief pursuant to the terms of this Agreement;
- F. Employee wishes to continue his employment with the City without being associate with DSMA, and the City wishes to continue Employee's employment with the City as Fire Chief;
- G. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Fire Chief and replace any previous employment relationship and benefits previously conferred on the Fire Chief through the City personnel system;
- H. 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 the Recitals and Sections 1 through 13 of this Agreement, Sections 1 through 13 will prevail.

**Section 2. Effective Date.** This Agreement shall become effective once executed by both the City and Employee ("Effective Date").

**Section 3. Appointment of Fire Chief, Duties and Term.**

**Section 3.1. Appointment of Fire Chief and Duties.** The City Manager hereby appoints Employee to the position of Fire Chief, in and for the City to perform the function and duties of the Fire Chief under the direction of the City Manager as the City Manager is authorized to oversee City employees under Section 2.09.040 of the Municipal Code. Employee accepts such appointment and employment pursuant to the terms of this Agreement. Employee shall further perform the functions and duties specified under the laws of the State of California, the City's Municipal Code, the Ordinances, and Resolutions of the City, and such other duties and functions as the City Manager may from time-to-time assign.

**Section 3.2. No Secondary Employment.** Employee agrees to devote all of his productive time, ability and attention to the City's business. During the Term, as defined in Section 3.5 of this Agreement, Employee shall not hold secondary employment, and shall be employed exclusively by the City, subject to any exceptions approved in writing by the City Manager or City of Dixon City Council (the "City Council"). Provided, however, that Employee has the right to volunteer for such nonprofit organizations as he may see fit; and further provided that such volunteer services shall not interfere with his duties as Fire Chief.

**Section 3.3. Exempt Employee.** The general business hours for City employees are Monday through Fridays, 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 Fire Chief position, unless otherwise provided in this Agreement.

**Section 3.4. Schedule.** The Fire Chief's daily and weekly work schedule shall vary in accordance with the work required to be performed. The Fire Chief position may include frequent attendance at evening meetings and frequent irregular hours as necessary

to meet deadlines and achieve objectives. The City Council and the City Manager recognize that the Fire Chief must devote a great deal of his time outside normal office hours to business of the City and to that end, will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours.

**Section 3.5. Term.** The term of this Agreement shall be for two (2) years from the Effective Date ("Term"). The City Manager in his sole discretion may extend the Term from time to time in increments of at least two (2) years. No later than three (3) months prior to the expiration of the Term, the City Manager shall provide written notice to Employee as to whether the City Manager intends to extend the Term.

**Section 4. At-Will Employment.** Employee is an at-will employee serving at the pleasure of the City Council and City Manager as provided in Government Code Section 36506 and the Municipal Code Section 2.09.040. Accordingly, the City Manager may terminate Employee's employment at any time, with or without cause. Only if Employee is terminated by City without cause, as defined in Section 8.3, shall Employee be entitled to a Severance.

**Section 5. Compensation and Evaluations.**

**Section 5.1. Base Salary.** City agrees to pay Employee an annual salary, which is currently \$129,572.64 ("Base Salary"), payable in installments at the same time that the other City employees are paid. Effective July 12, 2015, Employee's Base Salary shall be increased by two percent (2%) and effective the first full pay period of in July 2016, Employee's Base Salary shall be increased by two percent (2%).

**Section 5.2. Out-of-Town Pay.** Effective July 12, 2015, when Employee is assigned to work on a strike team, he will receive additional compensation or compensatory time off for each hour the Employee works on the strike team assignment in excess of forty (40) hours during his regular work week. Work time during the first operational period of a strike team assignment will not be credited towards the forty (40) hour total. The hourly rate that Employee will be paid for strike team hours worked in excess of forty (40) hours during a work week will be calculated by dividing the Employee's regular weekly salary by forty (40). If Employee chooses to receive compensatory time off in lieu of additional compensation, the Employee will receive one (1) hour of compensatory time off for each hour the Employee works on the strike team assignment in excess of forty (40) hours during his work week.

**Section 5.3. Pro-rata Decrease.** Employee acknowledges that the Base Salary may be subject to pro-rata decrease based on the City Council's adoption of an unpaid Mandatory Furlough Program adopted as a budgetary measure.

**Section 5.4. Review and Evaluation.** The City Manager agrees to review and evaluate Employee's performance of his duties as Fire Chief pursuant to the terms of this Agreement ("Review and Evaluation") on not less than an annual basis, and to provide

Employee with a written performance review. The annual Review and Evaluation shall be conducted in April of each year, or at the City Manager's discretion.

**Section 5.5. Mileage Reimbursement.** Employee is entitled to mileage reimbursement at the rate established by the Federal Government, Internal Revenue Service ("IRS") for any required use of his personal vehicle for City business. Mileage reimbursement will be subject to approval of the City Manager.

**Section 5.6. Bilingual Pay.**

**Section 5.6.1.** Employees who apply for bilingual pay, and who are certified by the City as possessing appropriate Spanish language skills, shall receive a differential of one hundred dollars (\$100) per month.

**Section 5.6.2.** Recertification of bilingual skills may be required every three (3) years. Recertification shall be at the City's discretion and expense.

**Section 5.7. Retirement Benefits.** The City agrees to continue its contribution to Employee's retirement benefits into the State of California Public Employees Retirement System ("PERS") as set forth in Section 6 of this Agreement. Employee is also entitled to medical benefits after retirement as outlined in Section 6.2.6 of this Agreement

**Section 5.8. Deferred Compensation.** To promote retention, and to reward longevity, the City shall continue to provide a deferred compensation incentive to Employee. Effective July 12, 2015, he shall receive a City contribution for deposit into a deferred compensation retirement account. The City agrees to contribute a two percent (2%) match of Employee's base pay each month.

**Section 5.9. Longevity Increment.** Employees who have rendered consecutive years of service to the City, as set forth below, will receive a longevity increment. The longevity increment is calculated as a percentage of the base pay.

<u>Anniversary</u>	<u>Incentive Percentage</u>	<u>Cumulative Percentage</u>
After five years	2%	2%
After ten years	2%	4%
After fifteen years	1%	5%

**Section 5.10. Physical Fitness Program.** Employee shall be eligible to participate in, and receive benefits of, the Fire Physical Fitness Program. Compensation for Employee's participation in the Fire Physical Fitness Program is as follows:

One hundred fifty dollars (\$150) per month for employees achieving a "passing" rating.

Receipt of benefits shall be subject to and in conformance with all rules and regulations governing said program.

**Section 5.11 Standby Pay.**

**Section 5.11.1.** Employee shall be paid standby pay as follows: \$40/weekday evening, and \$100.00/weekend day and \$100/day on holidays as defined in Personnel Rule 4.6.1. When Employee works on behalf of the City of Winters under an Agreement approved by the City Council on October 28, 2014; he will be paid at the rate of \$80/weekday evening, \$200/weekend day, and \$200/holiday. This provision is effective July 12, 2015.

**Section 5.11.2.** Standby duty requires that the employee:

- Be ready to respond immediately when called for emergency service;
- Be reachable by telephone, page, vehicle radio, or cellular phone;
- Remain within a reasonable distance from the City to be able to respond to the scene of the emergency within a reasonable time, approximately one-half (1/2) hour; and,
- Refrain from activities which might impair the ability of the employee to perform the assigned duties.

**Section 5.11.3.** If Employee is not assigned to standby duty and he carries a pager or cellular phone for his personal convenience, Employee shall not be compensated for standby nor shall Employee be required to respond if paged or telephones. If Employee is carrying a pager or cellular phone, but he is not compensated for standby shall not be restricted in his activities, location, or availability.

**5.12. Uniform Allowance.** Employee's uniform allowance shall be \$850 per year. Employee shall receive his uniform for the receding six (6) months on a semi-annual basis (January & July). Any extraordinary costs necessitated by a City ordered change in the basic uniform required to be work by Employee shall be borne by the City.

**Section 6. Benefits.**

**Section 6.1. Retirement.** The City will continue its participation in the Public Employees Retirement System (PERS). Employee is not currently defined as a "New Member" in Government Code Section 7522.04 and is eligible for the Tier One 3%@50 retirement formula. Employee shall continue to contribute 9% towards the employee share of the PERS contributions. Employee shall continue to contribute 4% towards the Employer share of the PERS contributions. The total employee contribution shall be 13%.

**Section 6.2. Monthly Benefit Allowance (MBA).**

**6.2.1. Eligibility Date.** Employee will continue to receive a Monthly Benefit Allowance ("MBA") at the applicable rate referenced in Section 6.2.2 below.

**6.2.2. City Contribution.** The City's required MBA shall be as follows for Employee:

Employee Only	\$1,216/month
Employee + one (1)	\$1,216/month
Employee + two or more (family)	\$1,305/month

If Employee's dependent status changes, he is responsible for notifying Human Resources within thirty (30) days of the effective date of the change to ensure that the City's contribution rate is properly adjusted if necessary. Employee's new rate will take effect on the first month following the prior's month's notification. Under no conditions will a rate change be made retroactive to this date. Failure to notify Human Resources of such a change within thirty (30) days could result in Employee being held financially responsible for any benefit overpayment. Employee will be required to reimburse the City via payroll deduction for any such benefit overpayment.

**6.2.3. Distribution.**

- (a) The City's MBA will be added to Employee's earnings as taxable income and may be used for benefits under the IRC Section 125 (cafeteria) or other pre-tax program options offered by the City. The MBA will not be added to base salary for purposes of calculating PERS contributions or other salary-based incentive pay/benefits.
- (b) If Employee chooses to enroll in plans that cost more than the City's MBA, he shall pay the additional cost by deduction from gross salary payroll.
- (c) If no medical plan is chosen, Employee only receives fifty percent (50%) of the MBA as taxable income.

**6.2.4. CalPERS Medical: Unequal Contribution Method.**

- (a) From the appropriate MBA amount set forth above, the City will contribute under PERS Medical Unequal Contribution Method for Employee, the amount necessary to pay the costs of

his enrollment, including the enrollment of family members in the CalPERS health benefits plan.

- (b) The City will contribute under the PERS Medical Unequal Contribution Method for each annuitant the amount necessary to pay for the costs of his enrollment, including the enrollment of family members in the CalPERS health benefits plan.
- (c) The City shall pay the current CalPERS monthly administrative fees.

#### **6.2.5. IRC Section 125 Plan (Cafeteria Plan)**

- (a) The City will maintain an IRC Section 125 Plan (Cafeteria Plan) for the benefit of its employees.
- (b) After making the required contribution for medical insurance under the PERS Medical Unequal Contribution Method (see Section 6.2.4 above), the remaining dollars may be used by the Employee either to purchase medical insurance through CalPERS Health or to purchase any other optional plans that may be offered by the City in accordance with a qualified plan. If no medical plan is chosen, the Employee will only receive 50% of the MBA as taxable income.
- (c) Plans currently offered include: Dental, Voluntary Vision, Long Term Care, Voluntary Group Life Insurance, and Supplemental Life Insurance.
- (d) The choice of insurance plan(s) is made once a year by Employee during the open enrollment period, at the time of hire for new employees, or when Employee's dependent status changes. Insurance premiums will be deducted from gross pay each payroll period throughout the plan year as pre-tax contributions.
- (e) Flexible Spending Account (FSA)—Unreimbursed Medical/Dependent Care

Allocation amounts or modifications to these accounts must be determined for a full twelve (12) month period (i.e., the calendar year) during open enrollment period, at the time of hire for new unit members, or when Employee's dependent status changes. Services must be received during the plan period, which is January 1, through December 31. Any unused allocations will be lost. For plan details, contact the Human

Resources Department. Administration costs associated with the Flexible Spending Account plan(s) will be paid by the City.

#### **6.2.6. Medical After Retirement**

- (a) If Employee retires from the City during the Term of this contract, he shall receive the following City paid medical benefits after retirement:
  - 1. The dollar equivalent of one (1) month's premium for the PERS Kaiser Plan for Employee plus one dependent at the rate of one (1) month's premium for each full year worked in the employ of the City prior to retirement.
  - 2. The total time period of these payments shall not exceed twenty-four (24) months.
- (b) Thereafter, the CalPERS retiree shall, as required by CalPERS, receive a City contribution for medical as required by the City's participation in the PERS Medical Unequal Contribution Method.
- (c) Said payment shall be extended to the surviving spouse or dependent of a deceased retiree, to the extent that said payments would have been made had the employee not died.

**6.2.7. Health Insurance Plan Waiver Option.** Employee shall be covered by a health insurance plan, either as offered by the City or from another source. If Employee is covered by a health insurance plan other than offered by the City, he has the option to waive the City's health insurance. Employee must complete a City provided Health Insurance Waiver Form and provide proof of alternative health insurance plan coverage.

**6.2.8. Long-Term Disability.** If Employee Is regularly scheduled to work at least thirty (30) hours per week, the City shall provide for a long-term disability plan. Benefits are payable after sixty (60) days at the rate of two-third (2/3) of base salary up to the maximum as designated in the plan agreement. The monthly premium is paid by the City.

**6.2.9. Term Life Insurance.** The City shall provide a Fifty Thousand Dollars (\$50,000) term life insurance policy for Employee during the Term of his employment.

## Section 7. Leaves

**7.1. Sick Leave.** The purpose of Sick Leave is to provide income protection if Employee must be absent from work due to injury or illness. Sick leave may be used only in the case of sickness, disability, medical, or dental care.

**7.1.1. Accrual Rates.** As a full-time employee, Employee will accrue sick leave at the rate of eight (8) hours for each full month of service completed.

There is no maximum accrual of sick leave.

**7.1.2. Payment Upon Termination.** For employees who have completed at least one (1) year of service to the City, accrued unused sick leave may be converted to cash upon resignation or retirement according to the following schedule:

Completed Years of Service	Conversion Percentage
1-5 years	20%
6-10 years	30%
11+	30% + 2% for each year after ten (10) years to a maximum of 50%

When Employee retires, any portion of the sick leave balance that is not cashed out is placed into the PERS sick leave conversion plan.

**7.1.3. Family Illness.** In catastrophic circumstances, with medical verification and City manager approval, additional family sick leave may be used.

The City shall provide all rights and benefits to unit members that are required by the Family and Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), and any other Federal or State laws governing employee leave rights.

**Section 7.2. Vacation.** Employee shall be entitled to eighteen days (18) days (144 hours) of vacation leave per year. Upon separation, Employee is entitled to receive payment at their current base pay for all vacation time earned, but not taken as of the effective date of separation.

**Section 7.3. Administrative Leave.** Employee is exempt from coverage under the Fair Labor Standards Act ("FLSA"). As such, he does not receive compensation for hours worked over forty (40) per week. In recognition of the extra hours required, Employee shall earn one hundred twenty (120) hours of administrative leave per year. This leave shall be used in the same manner as vacation.

- a) Upon the Employee's request, administrative leave can be cashed out each year.
- b) The permissible cash-out shall be fifty-seven (57) hours per year in years one (1) through three (3).
- c) The cash out rate shall increase by five (5) hours each year commencing with the fourth (4<sup>th</sup>) year of City employment, to a maximum of one hundred twenty (120) hours.
- d) Payout may either be taken in cash or directed to a Deferred Compensation Plan subject to annual limits.
- e) Any unused Administrative Leave balance remaining as of June 30 each year will be lost.
- f) Upon separation, Employee is entitled to receive payment for any accrued and unused administrative leave as of the effective date of separation.

**Section 7.4. Bereavement Leave.** In the event of a death in the immediate family, Employee will be granted up to three (3) working days of paid bereavement leave per incident. As soon as the bereavement leave is known, Employee or someone on his behalf must notify the Employee's immediate supervisor. The Employee is responsible for certifying as to his need for the use of a bereavement leave on a City approved Request for Bereavement Leave Form. All bereavement leave must be used within fourteen (14) calendar days following the death of the immediate family member. Under extreme circumstances, the fourteen (14) day requirement may be waived by the City Manager. The decision of the City Manager in this regard shall be final, with no process for further appeal.

**Section 8. Termination of Employment and Severance.**

**Section 8.1 Voluntary Resignation.** Employee may resign at any time and agrees to give the City at least sixty (60) days advance written notice of the effective date of the Employee's resignation, unless the Parties otherwise agree in writing. If the Employee retires from full time public service with the City, the Employee shall provide three (3) months advance written notice. The Employee's actual retirement date will be mutually established between the Parties. 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, the City shall pay to Employee all salary and benefit amounts both accrued and owing under this Agreement. In the event of voluntary resignation, Employee shall not be entitled to a severance as set forth in this Agreement.

**Section 8.2. Termination by City Manager.** The City Manager may terminate this Agreement and remove Employee from his position as Fire Chief at any time with or

without cause. Within ten (10) days of City Manager's termination of this Agreement, Employee may make a written request for hearing before the City Council. Notwithstanding Employee's right to request a hearing, the City Council may in its absolute discretion uphold Employee's termination for any reason, and Employee's removal and termination of this Agreement is not dependent upon any particular showing or degree of proof at the hearing, the purpose of which is solely to allow the Employee to present his grounds of opposition to his removal.

**Section 8.3. Termination Without Good Cause.** In the event City terminates this Agreement without cause, as defined below, the City shall pay Employee a sum equal to six (6) months Base Salary ("Severance"). This Severance is subject to the restrictions of Government Code Section 53260, including without limitation, that the maximum amount of Severance pay that Employee may receive shall be the lesser of (i) six (6) months base salary or (ii) base salary for the number of months remaining on the term of this Agreement. Any cash settlement related to the termination of this Agreement received by Employee from City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position while employed with City Pursuant to Government Code Section 53243.2. This Severance shall be paid in the same manner as other Employees unless otherwise agreed to by the City and Employee. The City agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation. In the event City terminates this Agreement, Employee shall be entitled to continued medical and dental benefits at him cost pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA").

**Section 8.4. Termination For Good Cause.** The City may at any time immediately terminate this Agreement for good cause as defined in this section 8.4. If Employee is terminated for good cause the City shall not be required to pay any Severance under this Agreement, and City shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment and those 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 City;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Mismanagement;

6. Non-performance of duties;
7. Any conduct which violates the City's Personnel Rules and for which a City employee may be terminated;
8. Repeated and protracted unexcused absences from the Fire Chief's office and duties;
9. Willful destruction or misuse of City property;
10. Conduct that in any way has a direct, substantial, and adverse effect on the City's reputation;
11. Willful violation of federal, state or City discrimination laws;
12. Continued substance abuse which adversely affects performance of Employee's duties as Fire Chief;
13. Refusal to take or subscribe any oath or affirmation which is required by law; or
14. Permanent disability of Employee, or Employee becoming otherwise unable to perform the duties of Fire Chief, by reason of sickness, accident, illness, injury, mental incapacity or health for a period of six (6) weeks following the exhaustion of all available leave balances and any applicable Family Medical Leave Act or California Medical Leave Act leaves, or where the same occurs for forty (40) working days over a sixty (60) working day period following exhaustion of such leaves.

Notwithstanding any provision in this Agreement to the contrary, the City Manager may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

#### **Section 9. Miscellaneous**

**Section 9.1. Floating Holidays.** During each Fiscal Year, the City will provide two (2) floating holidays to Employee, which may be taken by the Employee at a time selected by the unit member and subject to operational requirements and approval of the City Manager. Upon separation, Employee is entitled to receive payment for any accrued and unused floating holidays as of the effective date of separation.

**Section 9.2 Technology Stipend.** Employee will receive a monthly technology stipend to use towards the cost of, and in lieu of a City provided cell phone for use at work. This stipend will be covered by the City of Dixon Phone Stipend Administrative Policy.



If to City Manager: City of Dixon  
ATTN: City Manager  
600 East A Street  
Dixon, California 95620

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

If to Employee: Aaron McAlister  
Dixon Fire Department  
205 Ford Way  
Dixon, CA 95620

**Section 13. General Provisions.**

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

**13.2. Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties 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.

**13.3. 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.

**13.4. 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 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.

13.5. **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.

13.6. **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.

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

13.8. **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.

13.9. **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.

13.10. **Venue.** Venue for all legal proceedings shall be in the Superior Court for the County of Solano in the State of California.

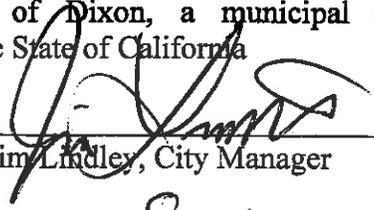
13.11. **Attorney's Fees and Costs.** If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[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:**

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

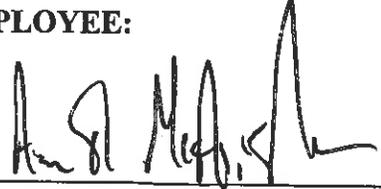
By:   
Jim Liddley, City Manager

Date Signed: 8-14-15

By:   
Suellen Johnston, City Clerk

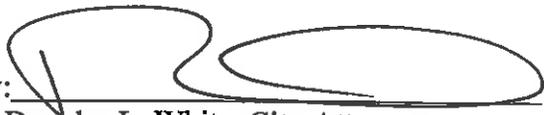
Date Signed: 8/18/15

**EMPLOYEE:**

By:   
Aaron McAlister, an individual

Date Signed: 08-18-2015

Approved as to Form and Content:

By:   
Douglas L. White, City Attorney

AGREEMENT NO. 15-031

**RESOLUTION NO. 15-102**

**RESOLUTION APPROVING EMPLOYMENT AGREEMENTS BETWEEN THE CITY OF DIXON AND JON COX, JOE LEACH, AARON MCALISTER, AND JOAN MICHAELS AGUILAR; AMENDING THE CITY OF DIXON SALARY SCHEDULE; AND APPROVING A 2015-16 BUDGET AMENDMENT**

**WHEREAS**, the City and Jon Cox, Joe Leach, and Aaron McAlister desire to enter into Employment Agreements that sets forth the rights and obligations of the parties; and

**WHEREAS**, the City and Joan Michaels Aguilar desire to amend her Employment Agreement that sets forth the rights and obligations of the parties; and

**WHEREAS**, effective July 12, 2015 the base salary of the Police Chief will be increased by three percent (3%), the base salary of the City Engineer/Public Works Director will be increased by three percent (3%), and the base salary of the Fire Chief will be increased by two percent (2%); and

**WHEREAS**, effective November 1, 2015 the base salary of the Deputy City Manager/Administrative Services will be increased by four percent (4%); and

**WHEREAS**, effective the first full pay period in July 2016 the base salary of the City Engineer/Public Works Director will be increased by three percent (3%), the base salary of the Fire Chief will be increased by two percent (2%), and the base salary of the Deputy City Manager/Administrative Services will be increased by three percent (3%); and

**WHEREAS**, to account for the increases to salaries and benefits associated with approval of these Employment Agreements, a 2015-16 budget amendment is necessary to appropriate the funds as outlined in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, that the Employment Agreements for Jon Cox, Joe Leach, Aaron McAlister, and Joan Michaels Aguilar, attached hereto as Exhibits B through E are hereby approved; and

**BE IT FURTHER RESOLVED**, that the City of Dixon Salary Schedule is amended to increase the base salary of the Police Chief by three percent (3%), the base salary of the City Engineer/Public Works Director by three percent (3%), and the base salary of the Fire Chief by two percent (2%) effective July 12, 2015; and

**BE IT FURTHER RESOLVED**, that the City of Dixon Salary Schedule is amended to increase the base salary of the Deputy City Manager/Administrative Services by four percent (4%) effective November 1, 2015; and

**BE IT FURTHER RESOLVED**, that the City of Dixon Salary Schedule is amended to increase the base salary of the City Engineer/Public Works Director by three percent (3%), the base salary of the Fire Chief by two percent (2%), and the base salary of the Deputy City Manager/Administrative Services by three percent (3%) effective the first full pay period in July 2016; and

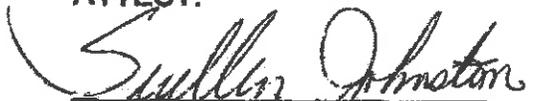
**BE IT FURTHER RESOLVED**, that the City of Dixon Fiscal Year 2015-16 Budget is amended to appropriate \$44,198 as outlined in Exhibit A.

**PASSED AND ADOPTED AS A RESOLUTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DIXON ON AUGUST 11, 2015.**

**AYES:** Bird, Castanon, Hickman, Pederson, Batchelor  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

  
\_\_\_\_\_  
Jack Batchelor, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Suelen Johnston, City Clerk

## Fiscal Impact - Department Head Agreements

### General Fund

Department	Account Number	Description	Current Budget	Amendment	New Budget
Admin Services	100-132-511000	Salaries	587,098	4,729	591,827
Admin Services	100-132-512100	Medicare	10,121	101	10,222
Admin Services	100-132-512200	Retirement	113,536	1,257	114,793
Public Works-Eng	100-143-511000	Salaries	453,517	4,594	458,111
Public Works-Eng	100-143-512100	Medicare	7,718	80	7,798
Public Works-Eng	100-143-512200	Retirement	91,536	1,222	92,758
Police	100-161-511000	Salaries	2,220,731	5,409	2,226,140
Police	100-161-512100	Medicare	39,939	279	40,218
Police	100-161-512200	Retirement	808,355	2,430	810,785
Fire	100-166-511000	Salaries	1,798,747	18,552	1,817,299
Fire	100-166-512100	Medicare	33,431	2,650	36,081
Fire	100-166-512200	Retirement	455,027	368	455,395

**Net Fiscal Impact \$ 41,671**

### Other Funds

Department	Account Number	Description	Current Budget	Amendment	New Budget
Public Works (WW O & M)	305-300-511000	Salaries	321,224	657	321,881
Public Works (WW O & M)	305-300-512200	Retirement	70,036	186	70,222
Public Works (WW O & M)	305-301-511000	Salaries	141,161	656	141,817
Public Works (WW O & M)	305-301-512200	Retirement	30,233	186	30,419
Public Works (Water O & M)	331-000-511000	Salaries	53,766	656	54,422
Public Works (Water O & M)	331-000-512200	Retirement	11,856	186	12,042

**Net Fiscal Impact 2,527**

**Total Fiscal Impact: \$ 44,198**

AGREEMENT NO. 15-031

RESOLUTION NO.: 15-102  
DATE: AUG 11 2015

