

AT-WILL EMPLOYMENT AGREEMENT BETWEEN THE CITY OF WATSONVILLE AND INTERIM CITY MANAGER TAMARA VIDES

This agreement is between the CITY OF WATSONVILLE ("City"), a municipal corporation organized in the State of California, and TAMARA VIDES ("Employee") ("Agreement"). City and Employee shall be collectively referred to as "Parties" or individually referred to as "Party", "Employee" or "City".

RECITALS

WHEREAS, the current City Manager has recently announced his resignation; and

WHEREAS, the City is in the process of recruiting a full-time replacement for the City Manager, and the City will likely require the services of an Interim City Manager; and

WHEREAS, Employee currently serves as the City's Assistant City Manager and has the necessary experience, skills, and expertise to serve as the City's Interim City Manager; and

WHEREAS, the City Council of the City ("City Council") desires to appoint Employee to the position of Interim City Manager subject to the terms and conditions herein; and

NOW THEREFORE, it is hereby agreed by City and Employee as follows:

1. Appointment as Interim City Manager and Start Date

The City hereby appoints Employee as its Interim City Manager, effective May 15, 2024, or the final day of the current City Manager's employment, whichever is sooner ("Effective Date"). Employee hereby accepts such employment.

2. At-Will Agreement

Employee shall be "at will" and serve at the pleasure of the City Council.

Employee's employment with the City shall be subject to all requirements of the City's Personnel Rules ("Rules") unless contradicted by some provision of this Agreement, in which case this Agreement shall govern.

3. Term

The term of this Agreement ("Term") shall commence on the Effective Date and remain in effect until: (1) a permanent City Manager assumes that office; (2) six months from the Effective Date; or (3) the Agreement terminates pursuant to Section 5 of this Agreement.

4. Duties and Responsibilities

a. Employee will perform the functions and duties specified in the laws of the United States and the State of California and in Article VII of the City's Charter, as well as the City's Municipal Code, the Personnel Rules, ordinances and resolutions of City, and to perform

other legally permissible and proper duties and functions of the City Council may, from time to time, assign.

b. Employee shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession, comply with all general rules and regulations established by the City, and obey all State and Federal laws.

c. Employee agrees to devote her productive time, ability and attention to the City's business during the term of this Agreement. Employee shall not hold secondary employment, and shall be employed exclusively by the City. The City and Employee recognize that Employee is expected to devote necessary time outside normal office hours to perform business of the City. Since Employee's position is "exempt" under the Fair Labor Standards Act, Employee shall not receive overtime or extra compensation for work performed outside normal business hours.

d. Employee shall not engage in any activity, which is or may become a conflict of interest, prohibited by contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, the Employee must complete disclosure forms as required by law.

5. Separation

a. Voluntary Resignation: Employee may voluntarily resign from the position of Interim City Manager, so long as Employee provides the City Council with thirty (30) business days advance notice. So long as such notice is provided, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to return to her prior position of Assistant City Manager or, at Employee's election, Employee may separate from City employment.

b. Removal by City

i. City may terminate Employee, with or without cause, at any time, consistent with the requirements of Section 701 of the City's Charter, which provides that the City Council may remove the City Manager by a resolution adopted by at least four (4) affirmative votes.

ii. If the City Council removes or terminates Employee as the Interim City Manager without cause, the City Council agrees that Employee may return to her prior position as the Assistant City Manager for the City under the same terms and conditions set forth in Employee's Employment Agreement as Assistant City Manager. The City Council agrees that the position of Assistant City Manager will not be filled with a permanent replacement during Employee's service as the Interim City Manager.

iii. Termination for Cause: City may terminate Employee for cause by providing her with a written notice of termination. Such termination may be effective immediately. The following are sufficient basis for termination for cause:

- A. Employee engages in illegal activities;
- B. Gross malfeasance;
- C. Dereliction of duties;
- D. Absence from employment without a good cause;
- E. Failure to perform duties and responsibilities under this Agreement, as defined in the City's Charter, or as specified in the City Manager's job description.
- F. Resume fraud or other acts of material dishonesty;
- G. Violation of the City's Rules, including but not limited to, the City's rule against harassment, discrimination, and retaliation;
- H. Use or possession of illegal drugs;
- I. Engaging conduct tending to bring embarrassment or disrepute to the City;
- J. Conviction of any felony or any criminal offense involving moral turpitude; or
- K. An abuse of her office or position" as that term is defined in Government Code Section 53243.4.

c. Termination by Reduction of Salary or Benefits: If City at any time during this Agreement reduces the salary of Interim City Manager in a greater percentage than an applicable across-the-board reduction for other "at will" employees, as defined in the City's Compensation and Benefits Plan for at-will employees ("Plan"), the Employee may, at her option, be deemed to be "terminated" without cause at the date of such reduction.

d. Affirmation of "At-Will" status: Employee is an "at-will" employee whose employment may be terminated by the City Council at any time. This Agreement is the sole and exclusive basis for an employment relationship between Employee and the City. Nothing in this Agreement shall be construed to create a property interest for Employee in the position of Interim City Manager.

6. Salary

a. Effective on the first day of Employee's service as Interim City Manager, City agrees to pay Employee \$247,200 in base salary per year (\$20,600 per month). All salary payments to Employee shall be payable in installments at the same time as other employees of the City are paid and subject to the customary withholding.

7. Benefits

a. Economic Benefits: Except as otherwise provided in this Agreement, Employee shall receive the same economic benefits as other employees in the City's Compensation and Benefits Plan for Executive Team, currently and as it may be amended by the City from time to time. Employee shall not receive the salary increases provided for in the Plan, as Employee will negotiate any salary increase with the Council only upon receiving a performance review.

b. Deferred Compensation: City shall contribute a maximum of \$5,000 annually into either an International Capital Market Association (ICMA-RC)\MissionSquare Retirement

deferred compensation plan, or other similar plan in which the City participates. The annual amount will be divided and paid equally amongst Employee's pay periods.

c. Professional Development: City shall pay for professional dues and subscriptions during the term of this Agreement necessary for Employee's continuation and full participation in the following organizations:

International City/County Management Association (ICMA); and
California City Management Foundation (CCMA).

8. Severance

Upon the termination of this Agreement or Employee's resignation or separation from the Interim City Manager position, the severance provisions in the Compensation and Benefits Plan for the Assistant City Manager shall govern.

9. Indemnification

The City shall defend, hold harmless and indemnify Employee against any tort, civil rights, personnel, discrimination, 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 in accordance with the provisions of California Government Code section 825. The City shall provide a defense in accordance with California Government Code section 995. The City may decline to defend and/or indemnify Employee only as permitted by the California Government Code. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom.

10. Bonding

City shall bear the full cost of any fidelity or other bonds the City Council requires of Employee under any law or ordinance or otherwise.

11. Notices

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

TO CITY: Mayor
City of Watsonville
275 Main St., 4th Floor
Watsonville, CA 95076

TO EMPLOYEE: Tamara Vides
[Most recent address on file with human resources]

12. Abuse of Office

California Government Code Sections 53243, 52431.1, 53243.2 and 52431.3 are incorporated by reference as if fully set forth herein.

If this contract is terminated, any cash settlement related to the termination that Employee may receive from City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of her or her office or position.

13. Entire Agreement

a. This Agreement and its attachments and exhibit are the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral and written understandings and agreements, and, except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the parties. The Parties agree that the recitals identified in this Agreement are true and correct and are incorporated into the terms of this Agreement.

b. The following exhibit is incorporated by reference to this Agreement: Exhibit A-Form of Written Waiver

14. Severability, Applicable, Law, and Interpretation

In the event that any provision of this Agreement is held to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of this Agreement. Any dispute concerning this Agreement shall be governed by the laws of the State of California. The parties consent to the jurisdiction of the California courts with venue in Santa Cruz County.

15. Informed Agreement.

This Agreement has been negotiated between the City Council, on behalf of City, and Tamara Vides as Employee. City and Employee acknowledge that they have each contributed to the making of this Agreement and that in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. City and Employee acknowledge that they have each had an adequate opportunity to consult with their own legal counsel in the negotiation and preparation of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by the City Clerk. It has also been executed by the Employee.

EMPLOYEE

CITY OF WATSONVILLE

Tamara Vides, Interim City Manager

Vanessa Quiroz-Carter, Mayor

ATTEST:

Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

Samantha W. Zutler, City Attorney