

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into effective April 27, 2010 by and between the CITY OF STANTON, a municipal corporation (the "City") and NICHOLAS GUILLIAMS ("GUILLIAMS") as follows:

WHEREAS, GUILLIAMS is currently employed by City as its Assistant City Engineer under the competitive employment system of City.

WHEREAS, City desires to employ the services of GUILLIAMS as PUBLIC WORKS DIRECTOR/CITY ENGINEER of the City of Stanton, as provided by the Stanton Municipal Code; and

WHEREAS, the City Manager of City (the "Manager") desires to (1) retain the services of GUILLIAMS and, to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring GUILLIAMS morale and peace of mind with respect to future security, and (3) to provide a just means for terminating GUILLIAMS services at such time as City may desire to terminate his employ;

WHEREAS, GUILLIAMS desires to accept employment as Public Works Director/City Engineer.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

- A. City hereby agrees to employ GUILLIAMS as Public Works Director/City Engineer of City to perform the functions and duties specified in the Stanton Municipal Code, the California Government Code, the employee position description for the Public Works Director/City Engineer of City, and to perform other legally permissible and proper duties and functions as the Manager or the City Council of City shall from time to time assign.
- B. GUILLIAMS shall be under the day to day supervision and direction of the City Manager.
- C. GUILLIAMS shall attend all City Council meetings unless directed by the Manager.
- D. GUILLIAMS shall devote the necessary hours to perform his duties without any additional compensation or overtime.

Section 2. Termination and Severance Pay

- A. GUILLIAMS shall serve at the will and pleasure of the Manager and may be terminated at any time without cause or right to a hearing but subject to the terms of this Agreement.
- B. In the event GUILLIAMS is terminated by the Manager at such time as GUILLIAMS continues to be willing and able to perform his duties under this Agreement, City agrees to pay GUILLIAMS a lump sum cash payment, or equal payments over an agreed upon period of time, equal to four (4) months of aggregate salary; provided, however, that in the event

GUILLIAMS is terminated by the Manager because of his commission of any illegal act involving a felony, an act or action constituting moral turpitude or personal gain to him, then in that event, City shall have no obligation to pay the aggregate severance sum designated in this paragraph. Upon termination, GUILLIAMS shall also be entitled to compensation for accrued and unused leave up to one hundred eighty (180) hours.

- C. In the event City at any time during the term of this Agreement reduces the salary or other financial benefits of GUILLIAMS in a greater percentage than an applicable across-the-board reduction for all department-heads level employees of City, or in the event City refuses, following written notice, to comply with any other provision benefiting GUILLIAMS herein, or GUILLIAMS resigns following a request, whether formal or informal, by the Manager that he resign, GUILLIAMS may, at his option, be deemed to be "terminated" at the date of such reduction, resignation or such refusal to comply, within the meaning and context of the severance pay provision set forth in Section 2 B.
- D. In the event GUILLIAMS voluntarily resigns his position with City, GUILLIAMS shall give City thirty (30) days written notice in advance.

Section 3. Salary

City agrees to pay GUILLIAMS for his services rendered pursuant hereto at the monthly base salary range 50 Step "A," of Nine Thousand Six Hundred and Eighty-eight Dollars and No Cents (\$9,688.00), payable in installments at the same time as other employees of City are paid. Following six (6) months of service GUILLIAMS shall be eligible for a merit review for advancement to the next step in the salary range. Thereafter, merit salary review dates shall fall upon the completion of twelve (12) months service intervals, after the last salary review date. In addition, GUILLIAMS shall be entitled to automatically receive any cost of living or other salary and/or fringe benefit increases provided to all general City employees.

Section 4. Holidays

GUILLIAMS shall be entitled to the same holidays as other City employees.

Section 5. Automobile Allowance

The City agrees to pay to GUILLIAMS a three hundred dollars (\$300.00) per month automobile allowance. GUILLIAMS shall provide the City with proof of insurance demonstrating coverage in an amount acceptable to the City.

Section 6. Health, Disability and Life Insurance

- A. City agrees to provide hospitalization, surgical and comprehensive medical for GUILLIAMS by choice, at the sole option of GUILLIAMS, of either of the two options as follows:
1. City will provide GUILLIAMS a medical benefit payment, up to and including, five hundred dollars (\$500.00) per month. The medical benefit may be used to pay for private hospitalization, surgical and comprehensive medical and dental insurance for GUILLIAMS and his dependents. The medical benefit shall be taken as a cash benefit, subject to applicable payroll deductions, provided that GUILLIAMS demonstrates, to the

satisfaction of the City, that GUILLIAMS has hospitalization, surgical and comprehensive medical insurance in force; or,

2. City will provide GUILLIAMS hospitalization, surgical and comprehensive medical coverage commensurate with the standard employee City program.
- B. City also agrees to provide GUILLIAMS short term and long term disability insurance coverage commensurate with the standard employee City program.
- C. City also agrees to provide a life insurance policy commensurate with the standard employee City program.

Section 7. Retirement

City agrees to execute all necessary agreements to enroll GUILLIAMS in the California Public Employees' Retirement System ("CalPERS") and to pay a maximum of seven percent (7%) of "compensation earnable," for GUILLIAMS, toward the employee's contribution to CalPERS.

Section 8. Comprehensive Leave

In lieu of sick, vacation, administrative, or any other paid leave, GUILLIAMS shall accrue annually up to a maximum of three hundred (300) hours of comprehensive leave. For that portion of the year commencing April 27, 2010 (e.g., first day of employment), through, and including, June 30, 2010, GUILLIAMS shall accrue a prorated total of fifty (50) hours of comprehensive leave. On June 30, 2010, GUILLIAMS shall be paid, at the then current rate of pay, for all accumulated comprehensive leave up to a maximum of thirty (30) hours. Thereafter, on June 30 of each year, GUILLIAMS shall be paid, at the then current rate of pay, for all accumulated comprehensive leave up to a maximum of one hundred eighty (180) hours. After any such sell back of comprehensive leave under the previous sentence, any accumulated comprehensive leave remaining shall be carried forward to the following year. On July 1 of each year, the total amount of comprehensive leave available to GUILLIAMS shall be replenished to reach the maximum comprehensive leave accumulation limit of three hundred (300) hours.

On May 13, 2010 City will pay GUILLIAMS a lump sum payment equal to his accrued vacation leave and administrative leave, as Assistant City Engineer, through April 27, 2010, less all state and federal employment taxes.

Section 9. Dues and Subscriptions

Provided GUILLIAMS receives the prior approval of the Manager, City agrees to pay for the professional dues and subscriptions of GUILLIAMS necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of City.

Section 10. Professional Development

Provided GUILLIAMS receives the prior approval of the Manager, City agrees:

- A. To pay the travel and subsistence expenses of GUILLIAMS for professional and official travel, meetings and occasions adequate to continue the professional development of GUILLIAMS and to adequately pursue necessary official and other functions for City.
- B. To pay for the travel and subsistence expenses of GUILLIAMS for short courses, institutes and seminars that are necessary for his professional development and for the good of City.

Section 11. Performance Evaluation

- A. The Manager shall review and evaluate the performance of GUILLIAMS annually on or before April 27th of each year. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Manager and GUILLIAMS. Said criteria may be modified as the Manager may from time to time determine after consultation with GUILLIAMS.
- B. Annually, the Manager and GUILLIAMS shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the Manager's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.
- C. It is understood that additional performance reviews and/or employee counseling may be conducted at any time by the Manager.

Section 12. Other Terms and Conditions of Employment

- A. The Manager, in consultation with the GUILLIAMS, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of GUILLIAMS, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or State or Federal law.
- B. All provisions of the City Municipal Code and regulations and rules of City relating to leave, retirement and pension system contributions, life insurance, holidays and other fringe benefits and working conditions as they now exist or thereafter may be amended, which apply to all City employees, except as otherwise set forth herein, also shall apply to GUILLIAMS.
- C. The Public Works Director/City Engineer of City is a full-time professional appointment requiring continuous devotion to the job specified in this Agreement. Accordingly, GUILLIAMS shall not engage himself in other employment or activities which may reduce his ability to meet the needs of the position.
- D. GUILLIAMS agrees and acknowledges that as of the effective date of this Agreement that GUILLIAMS shall have voluntarily resigned his position as Assistant City Engineer and terminated his participation in the competitive employment system of City and thereafter all employment rights and duties shall be pursuant to the terms of this Agreement. Final payment of all earned benefit compensation from such resigned positions shall be as provided in Section 8 of this Agreement.

Section 13. Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City: City of Stanton
7800 Katella Avenue
Stanton, CA 90680

GUILLIAMS: Nicholas Guilliams

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall become effective commencing April 27, 2010.
- C. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by the City and GUILLIAMS. No waiver of either party at any time of the breach of, or lack of compliance with, any condition or provision of this Agreement shall be deemed a waiver of any other provision or condition hereof.
- D. This Agreement shall be binding upon, or shall inure to the benefit of, the respective heirs, executors, administrators, successors and assigns of the parties provided, however, that GUILLIAMS may not assign GUILLIAMS obligations hereunder.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City and GUILLIAMS have signed and executed this Agreement as of the day and year first above written.

CITY



Carol Jacobs, City Manager

ATTEST:



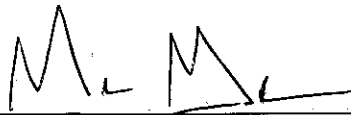
Brenda Green, City Clerk

APPROVED AS TO FORM:



Ralph D. Hanson, City Attorney

GUILLIAMS



Nicholas Guilliams