

CITY OF LOMPOC
PART-TIME INTERIM UTILITY DIRECTOR
EMPLOYMENT AGREEMENT

This PART-TIME INTERIM UTILITY DIRECTOR EMPLOYMENT AGREEMENT (Agreement) is made by and between the CITY OF LOMPOC, a municipal corporation (City) and BRADFORD WILKIE (Employee). The City and Employee may be referred to individually as a "Party" or collectively as "the Parties."

RECITALS

WHEREAS, the City's former Utility Director recently resigned from this position, and as a result, the Utility Director position is presently vacant; and

WHEREAS, the City is currently conducting an open recruitment to permanently fill the position of Utility Director; and

WHEREAS, pursuant to California Government Code (hereinafter "Government Code") §34856 and Lompoc Municipal Code §2.12.030(E), the City Manager of the City has the authority to appoint, discipline and remove the Utility Director of the City, as well as propose, negotiate, and approve an employment contract for each at-will employee, subject to the number of positions and funding approved by the City Council; and

WHEREAS, Government Code subdivision 21221(h) permits retired annuitants under the California Public Employees' Retirement System (CalPERS) to be employed without reinstatement from retirement upon appointment by the governing body to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position; and

WHEREAS, as a CalPERS retired annuitant under Government Code subdivision 21221(h), Employee (i) possesses extensive experience in a Utility Director capacity and the specialized skill set to perform the required duties of Interim Utility Director, (ii) desires to perform the duties of and assume responsibility for the position of Interim Utility Director, and (iii) acknowledges such employment is at-will and of a limited duration for a definite period of time, as described below; and

WHEREAS, the City anticipates the Utility Director position will be filled with a permanent replacement within six (6) months after the effective date of this Agreement; and

WHEREAS, the City desires to hire Employee as an at-will, temporary employee for the position of Interim Utility Director; and

WHEREAS, the Parties wish to establish the terms and conditions of Employee's services to the City, as described in this Agreement.

