

EMPLOYMENT AGREEMENT
FOR INTERIM CITY MANAGER

This Agreement is entered into, effective this 6th day of January, 2018, by and between the City of Lompoc, a municipal corporation (hereinafter called the “City”) and Teresa M. Gallavan (hereinafter called “Gallavan”).

1. DUTIES: The City hereby agrees to employ Gallavan as interim City Manager, to perform the duties of the City Manager as set forth in the City Manager’s current (as of the effective date of this Agreement) job description, Lompoc Municipal Code Chapter 2.12-City Manager, Administrative Procedures Manual and the City Council Handbook, (all as may be amended from time to time), which are all made a part of this Agreement by reference. Because Gallavan’s responsibilities as interim City Manager will take priority over Gallavan’s duties as Economic Development Director/Assistant City Manager, the City acknowledges during Gallavan’s tenure as interim City Manager, Gallavan may select an interim department head for Economic Development and Community Development to assume specific duties as Gallavan directs. Gallavan shall not spend more than 10 hours per month in other business ventures for which compensation is paid without prior City Council consent. Gallavan will utilize the services of Laura Dubbels, Deputy City Manager, to assist with day-to-day matters carrying out some of Gallavan’s duties as interim City Manager, as needed

2. COMPENSATION AND BENEFITS: Gallavan’s compensation shall be \$14,583.00 per month (\$6,730.62 biweekly) and prorated for any partial month (the “Salary”). The Salary and other elements of Gallavan’s compensation package (“Benefits”) shall remain unchanged, as applicable on January 6, 2018, through the term of this Agreement, unless the City Council amends the compensation package for all City employees. Gallavan shall be paid that compensation at the same intervals and in the same manner as regular City employees. Gallavan shall not be entitled to any other compensation than expressly stated in this paragraph.

3. TERM: The term of this Agreement shall be for the period beginning on its effective date, described above, and continuing until the permanent City Manager’s first day of work, or earlier terminated, as provided herein. The City will budget for and pay the travel and subsistence expenses of Gallavan for official travel, meetings and occasions adequate to continue the professional development of Gallavan and to perform Gallavan’s official functions. The City will pay for dues to professional organizations and subscriptions to publications necessary for the performance of Gallavan’s job, as reasonably selected by Gallavan.

4. TERMINATION: Gallavan acknowledges, in the position of interim City Manager, Gallavan is an at-will employee who serves at the pleasure of a majority of the City Council and no cause is necessary to terminate Gallavan’s interim employment, and no specified term of interim employment is guaranteed or implied. In the event a majority of the City Council terminates this Agreement for any reason, Gallavan will be returned to her position as Economic Development Director/Assistant City Manager without any severance, and again (i) being paid the salary and benefits she was earning as Economic Development Director/Assistant City Manager and (ii) having all rights and obligations that applied to that position, as of the effective date of this Agreement. During the term of this Agreement, Gallavan agrees to provide written notice to the City Council of Gallavan’s intention to leave the employment of the City at least 3 months before Gallavan’s last day of work. In addition, on the permanent City Manager’s first day of work, Gallavan shall be returned to the job of Economic Development Director/Assistant City Manager at the same salary and benefits that existed prior to the effective date of this Agreement and all rights and obligations of that position will again apply to Gallavan. Without any express or implied intention of doing so, if the City Council selects Gallavan as the permanent City Manager, then Gallavan and the City Council anticipate entering into a new employment agreement and this Agreement shall end on the effective date of that new employment agreement.

5. Notwithstanding any other provision of this Agreement, the City and Gallavan agree to fully comply with the Government Code sections that are part of AB 1344, as it was effective on January 1, 2012 (“AB 1344”), and to fully comply with other applicable law as it exists as of the date of execution of this Agreement, and as the Agreement may be amended from time to time thereafter. In that regard, the following Government Code sections are hereby incorporated into the terms of this Agreement:

- §53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position,
- §53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position,
- §53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position,
- §53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position and
- §53243.4. Abuse of office or position defined.

Gallavan has reviewed, is familiar with, and agrees to comply fully with each of those provisions, if any are ever applicable to Gallavan, including Gallavan agrees any cash settlement or severance related to the termination Gallavan may receive from the City shall be fully reimbursed to the City if Gallavan is convicted of a crime involving an abuse of her office or position.

In addition, AB 1344 also includes Government Code section 3511.2. Notwithstanding any other provisions of this Agreement, the City is prohibited through this Agreement or any amendment thereto or in any other way to provide an automatic renewal of this Agreement that provides for an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of certain limits established by Section 3511.2. Government Code section 3511.2 is hereby incorporated into this Agreement.

6. GENERAL PROVISIONS: This Agreement sets forth and establishes the entire agreement between the City and Gallavan regarding her appointment as interim City Manager. This Agreement may only be amended in writing by mutual consent of the City and Gallavan. Within the conditions established by California law, and the City’s ordinances, policies, and procedures, the City will defend and indemnify Gallavan against all claims arising out of Gallavan’s exercise of the course and scope of the official duties described in Paragraph 1., above.

IN WITNESS WHEREOF, the above parties have executed this Agreement as of the date first written above:

CITY OF LOMPOC

TERESA M. GALLAVAN

By: _____
Bob Lingl, Mayor

ATTEST

APPROVED AS TO FORM

Stacey Haddon, City Clerk

Joseph Pannone, City Attorney