

**RESOLUTION NO. 2919-2006**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT FOR CITY MANAGER WITH LINDA RUFFING**

**WHEREAS**, the City Council has reviewed the experience and qualifications of Linda Ruffing to serve as City Manager of the City and has determined on the basis of her experience and qualifications that she is knowledgeable in the field of governmental and municipal administration; and

**WHEREAS**, the City Council believes that it is in the best interests of the City to employ Ruffing as City Manager and to provide for the terms and conditions of City Manager's employment through an employment agreement; and

**WHEREAS**, the City Council and Ruffing have agreed to the terms and conditions set forth in the City Manager's employment agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve a City Manager Employment Agreement, as more particularly described in Exhibit "A", attached, and authorizes the Mayor to execute said Employment Agreement with Linda Ruffing.

**The above and foregoing Resolution was introduced by Councilmember Melo, seconded by Councilmember Hammerstrom, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23<sup>rd</sup> day of January, 2006, by the following vote:**

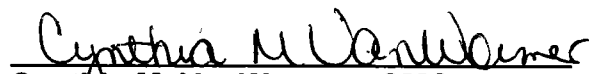
**AYES: Councilmembers Gjerde, Hammerstrom, Melo, and Mayor Turner.**  
**NOES: Councilmember Baltierra.**  
**ABSENT: None.**  
**ABSTAIN: None.**



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**DAVE TURNER,**  
**Mayor**

**ATTEST:**

  
**Cynthia M. VanWormer, CMC**  
**City Clerk**

**EXHIBIT "A"**  
**EMPLOYMENT AGREEMENT**  
**CITY MANAGER**

This Agreement is entered into commencing January 12, 2006, by and between the City of Fort Bragg, California, a California municipal corporation, hereinafter referred to as "City," and Linda Ruffing, hereinafter referred to variously as "Ruffing" or "City Manager."

**RECITALS**

- A. The City Council of the City ("City Council") has reviewed the experience and qualifications of Ruffing to serve as City Manager of the City and has determined on the basis of her experience and qualifications that she is knowledgeable in the field of governmental and municipal administration.
- B. The City Council believes that it is in the best interests of the City to employ Ruffing as City Manager and to provide for the terms and conditions of City Manager's employment through this agreement.
- C. The City Council and Ruffing have agreed that for the period from January 12, 2006 through February 17, 2006, Ruffing shall be "Acting" City Manager and her duties, responsibilities and compensation during that period shall be as set forth herein.

**AGREEMENT**

- 1. Title and Description of Duties.** Ruffing shall serve as City Manager of City. In that capacity, Ruffing shall have all the powers of and shall do and perform all services or acts necessary or advisable to fulfill the duties of City Manager, including those powers and duties specified in state law and the Fort Bragg Municipal Code. The City Manager shall, at all times, carry out the direction of the City Council, unless such direction shall be contrary to ethical laws and obligations or shall otherwise constitute unlawful activity.
- 2. Loyal and Conscientious Performance of Duties.** Ruffing agrees that, to the best of her ability and experience and in accordance with the highest professional and ethical standards, she will at all times loyally and conscientiously perform all of the duties and obligations required of her by the terms of this Agreement. To that end, the City Manager shall devote her productive time and all of her ability and attention to said duties and obligations necessary to fully, adequately, and professionally perform those duties and obligations.
- 3. Terms and Conditions.**
  - a. This Agreement shall commence on February 18, 2006 and shall remain in effect for an indeterminate period until either the City Manager retires, resigns, or until the City Council removes the City Manager from office for any reason.
  - b. Subject only to sections 4a and 4b of this Agreement, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time during the term of this Agreement for any reason and without prior written notice.

- c. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from her position with City, subject only to the provisions set forth in section 4c of this Agreement.
- d. The City Manager agrees to remain in the exclusive employ of the City for an indefinite term. During said term, the City Manager shall neither accept other employment nor become employed by any other employer until the City Manager's employment with City is terminated as provided in Section 4, below.

#### **4. Termination and Severance Pay.**

- a. In the event that the City Manager is terminated by the City Council from her employment during the term of this Agreement and the City Manager is willing and able to perform her duties under this Agreement, then City agrees to pay City Manager a lump sum cash payment in an amount equal to six (6) months of base pay as that term is described in paragraph 5 (a) at the amount in effect at time of termination as a severance payment. However, in exchange for the severance payment, Ruffing agrees to execute a general release in a form approved by the City Attorney. The City will not be obligated to pay severance unless and until such a form of general release has been signed by Ruffing.

The City and City Manager understand that should the City decide to terminate the employment relationship, it need not give notice of the reasons nor provide a hearing to review the decision and that any such termination shall terminate this agreement effective on the date of notice in writing by City.

- b. In the event the City Council, at any time during the term of this agreement, reduces the salary or other financial benefits of the City Manager in a greater percentage than an applicable across-the-board reduction for all employees of City, or City refuses, following written notice to comply with any other provisions benefiting the City Manager herein, or the City Manager resigns following a request by the City Council that she resign, then the City Manager may at her option, give written notice that she be deemed to be "terminated" at the date of such reduction or such refusal to comply or such request to resign from the City Council. In the event the City Manager gives written notice of her intent to exercise the option to terminate pursuant to this section, the provisions of Section 4a shall apply in the same manner as if the City Council had terminated the City Manager.
- c. In the event the City Manager voluntarily resigns her position with City, the City Manager shall give City thirty (30) days written notice in advance, unless the parties otherwise agree. If the City Manager voluntarily resigns she shall not be entitled to severance pay.
- d. The City shall not be obligated to pay severance under the provisions of this Agreement if Ruffing is terminated for "cause." For purposes of this Agreement, "cause" is defined as:

(1) Conviction of any felony or a misdemeanor involving moral turpitude; or

(2) A finding by a state or federal court, state Attorney General, grand jury, Fair Political Practices Commission or any similar governmental agency, that Ruffing engaged in intentional or negligent misconduct that is incompatible with the position of City Manager; or

(3) A reasonable and good faith belief by the City that Ruffing has engaged in misuse of public funds, misconduct in office, or an impermissible conflict of interest, or willful failure or refusal to perform the duties of the position of City Manager. Before invoking this provision of the Agreement, the City will cause to be conducted a neutral investigation into the allegations of misconduct, and will only invoke this provision of the Agreement if the City receives a written report which concludes by a preponderance of the evidence that Ruffing engaged in the misconduct.

## **5. Salary and Performance Evaluations.**

- a. As compensation for the services to be rendered by the City Manager, City shall pay the City Manager an annualized salary of One Hundred Ten Thousand Dollars (\$110,000) ("base pay"), payable in installments at the same time as other employees of City are paid.
- b. The performance of the City Manager may be evaluated at any time by the City Council, at the discretion of the City Council; provided, however, that the City Council shall perform an evaluation at least annually. If the City Council determines that the City Manager's performance has been satisfactory, the City Council, at its sole discretion, may provide any salary and/or benefit package adjustments deemed appropriate. If an adjustment is determined appropriate by the City Council, the Mayor or other representatives of the City Council shall advise the Finance Director of City to implement the change in salary as determined by the City Council by forwarding a report following any closed or open session regarding the City Manager's performance.
- c. City Council's annual evaluation of City Manager's performance shall be in accordance with specific criteria developed jointly by the City Manager and City Council. The criteria may be changed from time to time as the City Council may determine in consultation with the City Manager.
- d. The City Council and City Manager shall annually define goals and performance objectives which they determine necessary for the proper operation of the City and the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be specified in writing. The goals shall generally be attainable with the time limits as specified, provided the City Council shall have appropriated funds necessary in the annual operating and capital budgets to fund those goals.

**6. City Obligations.** The City shall defend, indemnify, and hold harmless City Manager for all losses sustained by City Manager in direct consequence of the discharge of her duties on City's behalf in accordance with the provisions of the California Government Code regarding defense and indemnification of local agency public employees.

**7. Leave.** The City Manager shall accrue annual vacation leave in the amount of four weeks per year. The City Manager shall accrue sick leave benefits in the same manner and level as prescribed for other City department heads. The City Manager shall be entitled to executive or other related leave allowed other City department heads in accordance with City policies and in the same manner granted other City department heads except as otherwise specified in this Agreement.

**8. Other Employment Benefits.**

- a. City Manager and her dependents shall be entitled to receive medical insurance, disability insurance, life insurance, vision care, dental insurance, workers' compensation and other employee benefits subject to the same terms and conditions as such benefits are granted to City department heads. City shall pay 100% of premiums for health, dental and vision coverage.
- b. City shall pay both the City and the City Manager contribution on behalf of City Manager in the California Public Employees Retirement System ("CalPERS"), as established by the contract between the City of Fort Bragg and the CalPERS board of administration.
- c. City shall pay for the City Manager's professional dues and subscriptions for full participation in the International City/County Management Association ("ICMA"), the California Redevelopment Association ("CRA"), and the American Planning Association ("APA"), including reimbursement for all expenses for attendance at the annual ICMA conference, and any pre-approved workshops or conferences of the CRA or APA.
- d. Subject to City Council approval made in advance, City hereby agrees to budget for and pay the travel and subsistence expenses of the City Manager for city-related meetings and conferences and for education, training and conferences related to professional development of the City Manager related to his professional requirements to perform City Manager's official duties.
- e. City shall allow the City Manager's vacation time to be accrued up to a maximum of 500 hours.
- f. City shall deposit to City Manager's deferred compensation account an amount of Seven Thousand Dollars (\$7,000) annually.

**9. Auto Allowance and Insurance.** The City Manager shall receive a monthly automobile allowance of Three Hundred Dollars (\$300) and shall provide for herself an appropriate automobile and shall maintain in full force and effect during the term of this Agreement automobile liability insurance with limits of liability of the type and amounts not less than those set forth by the Redwood Empire Municipal Insurance Fund, as the same may be amended from time to time.

**10. Bonding.** City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

**11. Other Terms and Conditions of Employment.** The City Council, in consultation with the City Manager, may fix such other terms and conditions of employment as the City Council may determine from time to time relating to the duties and performance of the City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Fort Bragg Municipal Code or any other law.

**12. Effect of Waiver.** The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

**13. Notices.** Notices pursuant to this Agreement shall be given by depositing such notice to the custody of the United States Postal Service, postage prepaid, addressed as follows:

City:

City Clerk  
City of Fort Bragg  
416 North Franklin Street  
Fort Bragg, CA 95437

City Manager:

Linda Ruffing  
416 North Franklin Street  
Fort Bragg, CA 95437

Either party may change the address to which notice shall be sent by providing the other party with written notice of the new address.

**14. Amendment.** This Agreement may be amended, modified, or changed by the parties, provided that said agreement, modification or change is in writing and approved by the authorized representative of the parties.

**15. Applicable Law and Attorneys' Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision of the Agreement, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and any other costs as may be fixed by the court.

**16. Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings, whether oral or written between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. The drafting and negotiation of this Agreement has been participated in by each of the parties and/or their counsel and for all purposes of this Agreement shall be deemed to have been drafted jointly by both parties.

**17. Severability.** If any one or more of the covenants, agreements or portions thereof of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant or covenants, agreement or agreements, or such portions thereof shall be null and void and shall be deemed severable from the remaining covenants and agreements or portions thereof, and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

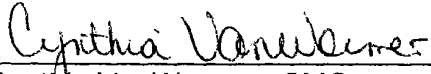
**IN WITNESS WHEREOF**, this Agreement is executed by the City and City Manager on the 11 day of January       , 2006 at Fort Bragg, California.

CITY OF FORT BRAGG

  
By: Dave Turner, Mayor

  
Linda Ruffing

Attest:

  
Cynthia VanWormer, CMC  
City Clerk

Approved as to form:

  
Michael Gogna, City Attorney

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