

AN AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN THE CITY OF  
LA MESA, CALIFORNIA, AND GREGORY P. HUMORA

THIS AGREEMENT is entered into by and between the City of La Mesa, a municipal corporation (the "City"), and Gregory P. Humora, this 28<sup>th</sup> day of January 2020, and is made in reference to the following facts:

The City, by and through the City Council of the City of La Mesa (the "City Council") desires to employ the services of and appoint as City Manager for the City, Gregory P. Humora (the "City Manager") and he desires to serve as the City Manager of City.

THEREFORE, IT IS AGREED AS FOLLOWS:

**1.0 EMPLOYMENT**

- 1.1 The City Council agrees to appoint and employ Gregory P. Humora as City Manager for the City of La Mesa.
- 1.2 Chapter 2.16 of the La Mesa Municipal Code (the "Municipal Code") relating to the position of city manager is incorporated herein by this reference as though fully set forth at length and made a part of this Agreement.
- 1.3 City Manager hereby agrees to perform the services generally associated with the position of city manager, as required by this Agreement, at the pleasure of the Council.
- 1.4 So long as City Manager is providing services to the City, City Manager shall use his best efforts in performing her obligations and duties.

**2.0 TERM OF EMPLOYMENT**

The City Manager shall serve at the pleasure of the City Council and may have his services terminated by a vote of the Council in accordance with provisions in the Municipal Code and this Agreement.

**3.0 SCHEDULED EVALUATIONS OF PERFORMANCE; SALARY/BENEFITS REVIEW**

At the six month anniversary of his appointment and annually thereafter, the City Council shall conduct an evaluation of the City Manager's performance and discuss the results of the same with the City Manager. The evaluations shall include a self-evaluation by City Manager in written form (no longer than 5 single spaced pages) in reference to identified goals, achieved goals, challenges, successes and plans for the future. In conjunction with the annual performance evaluations of the City Manager, the City Council may conduct a review of the City Manager's salary/benefits and authorize adjustments.

#### **4.0 SALARY AND BENEFITS**

- 4.1 **Salary.** Effective upon the date of employment, the City Manager shall receive a base annual total compensation of \$211,057, payable in equal installments at the same time as other employees of the City are paid. The amount of the City Manager's salary as described in this Section does not include all City contributions toward those other benefits otherwise specified in this Agreement.

Additionally, the City Manager shall receive a one-time \$500 technology allowance to use for work purposes.

- 4.2 **Deferred Compensation.** In addition to the base salary paid by the City to the City Manager, City agrees to pay the maximum annually authorized by law into the International City Management Retirement Corporation ("ICMA-RC") on City Manager's behalf in equal proportionate amounts each pay period and to transfer ownership to succeeding employers upon manager's resignation or discharge. Alternatively, Manager may, in his sole discretion, receive said monies as straight salary compensation.
- 4.3 **Vacation Benefit.** City Manager shall accrue twenty (20) days of vacation during each twelve (12) months worked and shall actually use five (5) days of the same outside of City Hall. Vacation accrual shall be in accordance with the rules and policies set forth for the management group in the most recent Compensation Plan on file with the City Clerk.
- 4.4 **Holiday, Administrative Leave and Sick Leave.** All provisions of the rules, regulations and ordinances of the City relating to sick leave, holidays, and administrative leave and vacations as they may now exist, or hereafter may be amended, shall apply to the City Manager except as herein provided.
- 4.5 **Retirement Benefits.** Employee shall contribute all of Employee's share to maintain City Manager as a member of the Public Employees' Retirement System (PERS).
- 4.6 **Automobile Allowance.** City Manager shall receive an auto allowance in the amount of \$400 per month for the use of his personal vehicle in conjunction with the performance of City business.
- 4.7 **Health Benefits.** City Manager shall receive health benefits and options the same as that of other management employees.
- 4.8 **Disability/Life Insurance Benefits.** City agrees to obtain and maintain disability income and life insurance policies providing benefits to City Manager equal to those provided other management employees.

## **5.0 PROFESSIONAL DEVELOPMENT**

Memberships. The City Council may approve, as part of the City Manager's professional development, leave time and an expense allowance to allow City Manager to attend meetings and conferences, such as the ICMA and the League of California Cities as the City Council deems appropriate.

## **6.0 TERMINATION FOR CAUSE**

City's Right to Terminate for Cause. City shall have the right to terminate this Agreement immediately for "cause" and consequently City Manager shall not be entitled to severance compensation. The phrase "for cause," for purposes of this Agreement, shall mean (a) conviction of, plea of nolo contendere or plea of guilty to a felony; (b) conviction of, plea of nolo contendere or plea of guilty to any illegal act involving moral turpitude or personal gain; (c) willful misconduct in office; or (d) failure to perform satisfactorily the duties of City Manager pursuant to Chapter 2.16 of the La Mesa Municipal Code.

## **7.0 TERMINATION FOR CONVENIENCE**

City shall have the right to terminate this Agreement anytime for convenience. This means that, except for removal of the City Manager for cause, the City Manager shall receive nine (9) months pay to be computed at the highest salary received by the City Manager during his tenure with the City. In said event, the City Manager expressly waives any and all other rights with respect to termination except for any payoff for all leave earned subject to all rights and limitations as that of any other management employee. For each year of service attained by City Manager, said nine (9) month period shall be extended by one (1) month up to a total period of one (1) year.

## **8.0 GENERAL PROVISIONS**

- 8.1 Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto.
- 8.2 Severability. If any provisions, or any provision hereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or any portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 8.3 Hours of Work. It is recognized that City Manager must devote a great deal of time outside normal office hours to business of the City, and to that end City Manager shall be allowed to take compensatory time off as he shall deem appropriate during normal office hours. City Manager shall be evaluated on work done, not hours worked.
- 8.4 Business Expenses. The City agrees to pay for City-related and non-personal business expenses. The Finance Director shall be authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits, as and up to the amount budgeted.

8.5 Non Reduction of Benefits.

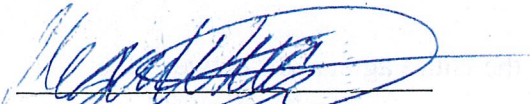
8.5.1. City shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of City Manager, except to the degree of such a reduction across-the-board for all employees of the City and/or management employees.

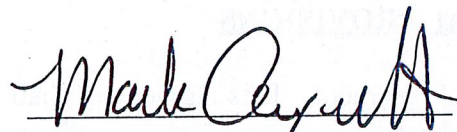
8.5.2. All provisions of the rules and regulations of the City relating to vacation, administrative leave and sick leave, retirement, and pension system contribution, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to City Manager as they would to other management employees in addition to the benefits enumerated specifically for the benefit of City Manager as herein provided.

8.6 Indemnification. City shall defend, hold harmless and indemnify City Manager against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of or relating to any alleged negligent act or omission occurring in the performance of City Manager's prescribed duties within the scope of employment pursuant to this Agreement. If City compromises or settles any such claim or suit, it shall pay the amount of such settlement, or shall pay any judgment rendered in such action.

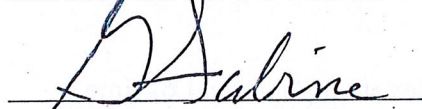
IN WITNESS WHEREOF, the Council of the City of La Mesa, California, has authorized this Agreement to be signed and executed this 28th day of January 2020.

ATTEST:

  
Megan Wiegelman, City Clerk

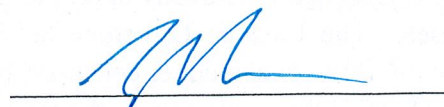
  
Mark Arapostathis, Mayor

APPROVED AS TO FORM:

  
Glenn Sabine, City Attorney

APPROVED AND ACCEPTED:

Dated: 1/28/2020

  
Gregory P. Humora