

CHRIS MANN, CITY MANAGER CONTRACT COMPARISON

Heading	Yucaipa City Council Contract March 1, 2023	Canyon Lakes Contract March 1, 2019	Redlands City Manager Contract November 5, 2019
1 Employment	This City Manager Employment Agreement (Agreement) is entered into by and between the City of Yucaipa (City), a general law city, and Chris Mann (City Manager). Under this Agreement, the City offers, and City Manager accepts, employment as City Manager of the City. This Agreement has been approved by the City Council on the date noted below and shall be considered effective March 1, 2023.	This City Manager Employment Agreement ("Agreement") is entered into by and between the City of Canyon Lake ("City"), a general law city, and Chris Mann ("City Manager"). Under this Agreement, the City offers, and City Manager accepts, employment as City Manager of the City. This Agreement has been approved by the City Council on the date noted below and shall be considered effective March 1, 2021.	<u>1.1 Commencement.</u> Employee shall commence service as the City Manager for the City effective January 13, 2020 ("Employment Date").
2 Duties	The City Manager shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City. City Manager shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies. City Manager shall perform those duties and have those responsibilities that are commonly assigned to a city manager of a city in California, and as may be further set forth in the City's Municipal Code. City Manager shall perform such other legally permissible and proper duties and functions consistent with the office of City Manager, as the City Council shall from time to time assign.	The City Manager shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City, except those duties imposed on another officer of the City by state law or the Canyon Lake Municipal Code. The City Manager shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies. The City Manager shall perform those duties and have those responsibilities that are commonly assigned to a city manager of a general law city in California, and as may be further set forth in the Canyon Lake Municipal Code. The City Manager shall perform such other legally permissible and proper duties and functions consistent with the office of City Manager, as the City Council shall from time to time assign.	<u>1.3 Duties.</u> The City Council hereby appoints Employee as the City Manager for the City to perform the functions and duties of that position, as described in the California Government Code and Chapter 2.04 of the Redlands Municipal Code (as such Chapter may be amended from time to time in the sole discretion of the City Council without any amendment of this Agreement or Employee's acquiescence), and such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign to Employee. Employee agrees to perform all such functions and duties to the best of his ability and in an efficient, competent, and ethical manner.
3 Devotion to Business	City Manager agrees to devote his productive time, ability and attention to the City's business during the term of this Agreement. City Manager may, without the prior approval of the City Council, undertake limited outside activities in teaching, writing, consulting, holding elected or appointed	The position of city manager is a full-time position, and as such, the City Manager agrees to devote the necessary productive time, ability and attention to the City's business during the term of this Agreement. The City Manager may, without the prior approval of the City Council, undertake	<u>1.5 Other Activities.</u> Employee shall focus his professional time, ability, and attention to the City's business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or

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	<p>office, or other business pursuits, provided that such activities do not in any way interfere with or adversely affect his employment as City Manager or the performance of his duties as provided herein. It is recognized that the City Manager must devote a great deal of time to the business of the City outside of the City's customary office hours, and to that end the City Manager's schedule of work each day and week shall vary in accordance with the work required to be performed. City Manager shall spend sufficient hours on site to perform City Manager's duties; however, City Manager has discretion over the City Manager's work schedule.</p>	<p>limited outside activities in teaching, holding elected office, writing, consulting, or other business pursuits, provided that such activities do not in any way interfere with or adversely affect his employment with the City or the performance of his duties as provided herein. The parties recognize that the City Manager must devote a great deal of time to the business of the City outside of the City's customary office hours. In consideration of the above, the City Manager's schedule of work each day and week may vary in accordance with the work required to be performed, so long as the City Manager is reasonably available to City staff, officers, and members of the City Council. The City Manager shall spend sufficient hours on site Monday through Friday to perform the City Manager's duties; however, City Manager has discretion over the City Manager's work schedule.</p>	<p>indirectly render any services of a business, commercial, or professional nature, to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of the City Manager.</p> <p>1.4 <u>Work Schedule.</u> It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position of City Manager, must be available at all times and devote significant time outside of "normal" City office hours to the business of the City. Employee acknowledges that proper performance of the duties of the City Manager will require Employee to generally observe normal business hours (currently 7:30 a.m. to 5:30 p.m., Monday through Friday in accordance with City's "9/80" work schedule), as set by the City and as may be duly revised from time-to-time by the City, and will also often require the performance of necessary services outside of normal business hours. Employee's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the City Manager position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and Employee shall not be entitled to any compensation for overtime, nor subject to such overtime provisions of the FLSA.</p> <p>9.4 <u>Conflicts Prohibited.</u> During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a</p>

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			financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1126 of the Government Code, and all other similar statutory and administrative rules.
4 Term	City Manager's employment under this agreement will commence March 1, 2023, and shall continue until February 29, 2025, or the date of earlier termination in accordance with provisions in this Agreement. On March 1, 2024, and on each succeeding March 1st while this Agreement is in effect, this Agreement shall be automatically extended for one (1) additional year unless prior to that date the City Council notifies City Manager of its intent not to extend the Agreement for one additional year.	The City Manager's employment under this Agreement will commence March 1, 2021, and shall continue until February 29, 2024, or the date of earlier termination in accordance with provisions in this Agreement.	<u>1.2 Term.</u> The City hereby employs Employee, as City Manager, on an at-will basis for the term of three (3) years commencing on the Employment Date, and continuing through and including January 12, 2023.
5 City Council Commitments			
5.1 Subordinates	Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through the City Manager or the City Manager's designee, and neither the City Council nor any member thereof shall give direction to any subordinate of the City Manager, either publicly or privately.	Except for the purpose of inquiry, members of the City Council shall deal with all subordinate City employees, officers, contractors, and consultants solely through the City Manager or the City Manager's designee, and no member of the City Council shall give direction to any subordinate of the City Manager, either publicly or privately.	
5.2 Appointment/ Removal	No member of the City Council will order or pressure the City Manager to appoint or	No member of the City Council will order the appointment or removal of any person to any	

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	remove any person to any office or employment under the supervision and control of the City Manager.	office or employment under the supervision and control of the City Manager.	
5.3 Interference	Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Manager, as specified in the City's Municipal Code, this Agreement, or any other lawfully adopted and authorized document.	No members of the City Council shall interfere with the execution of the powers and duties of the City Manager, as specified in the City's Municipal Code, this Agreement, or any other lawfully adopted and authorized document.	
5.4 Direction and Authority	The City Manager shall take orders and instructions from the City Council only when it is sitting as a body in a lawfully held meeting. Nothing above shall be construed as restricting the ability of the City Council, when sitting as a body in a lawfully held meeting, from exercising any power or authority granted to it under state law or the City's Municipal Code.	The City Manager shall take orders and instructions from the City Council only when it is sitting as a body in a lawfully held meeting. Nothing above shall be construed as restricting the ability of the City Council, when sitting as a body in a lawfully held meeting, from exercising any power or authority granted to it under state law or the City's Municipal Code.	
6 Termination; General Release; Severance			
6.1 Termination Without Cause	The City Council may terminate this Agreement, and thereby terminate City Manager's employment, without cause by the affirmative votes of not less than three (3) members of the City Council at a Regular Meeting of the City Council. Notice of termination shall be provided to City Manager in writing with forty-five (45) days' notice. If City Manager signs, delivers to the City Council, and does not revoke, the General Release Agreement ("Release Agreement") in the form attached hereto as Exhibit A, City shall pay City Manager a lump sum cash payment equal to twelve (12) months of the City Manager's then Base	The City Council may terminate this Agreement, and thereby terminate City Manager's employment, without cause by the affirmative votes of a majority of the members of the City Council at a regular meeting of the City Council. If City Manager signs, delivers to the City Council, and does not revoke, the General Release Agreement ("Release Agreement") in the form attached hereto as Exhibit A, City shall pay City Manager a cash payment equal to six (6) months of the City Manager's then Base Salary, and shall provide six (6) months of health (medical, dental, and vision) benefits continuing under the benefit plans in which	1.6 <u>Employment Status</u> . Employee shall serve at the will and pleasure of the City Council and understands he shall continue to be an "at-will" employee and shall be subject to summary dismissal without any right of notice or hearing, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.2 below. 3.2 <u>Termination by the City</u> . The City may terminate this Agreement at any time, with or without cause, by providing written notice to Employee of the same. The City's right to terminate Employee pursuant to this Section 3.2 shall not be subject to, or in any way

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	<p>Salary, and shall provide twelve (12) months of health (medical, dental, and vision) benefits continuing under the benefit plans in which the City Manager and his dependents are then enrolled (the cash payment and continuing benefits, collectively "Severance").</p> <p>Termination, as used in this section, shall also include request that the City Manager resign, a reduction in salary or other financial benefits of the City Manager (unless voluntary, or as part of a general City employee salary reduction, or by mutual agreement by City Manager and City Council), a material reduction in the powers and authority of the City Manager, termination due to a disability, the City allowing the term of the Agreement to expire without being extended, or the elimination of the City Manager position. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed regular meeting of the City Council.</p>	<p>City Manager and his dependents are then enrolled (the cash payment and continuing benefits, collectively "Severance"). The City also agrees to pay City Manager a cash payment equal to one (1) month's Base Salary, as well as continuing health benefits, for each complete year of service under this Agreement, up to a maximum of an additional two (2) months. The cash payment provided for by this Subsection shall be paid over the same number of months as benefits are provided, in equal installments on the same days as the City's payroll. As the purpose of Severance and continuing health benefits are to protect the City Manager's income and benefits while seeking subsequent employment, and not to create a windfall to the City Manager, in the event the City Manager is subsequently employed, the City's obligation to continue payment of Severance and provision of health benefits shall cease thirty (30) days following such employment and the City Manager shall forfeit any unpaid Severance or subsequent health benefits.</p> <p>Termination, as used in this section, shall also include request that the City Manager resign, a reduction in salary or other financial benefits of the City Manager (unless voluntary, or as part of a general City employee salary reduction, or by mutual agreement by City Manager and City Council), a material reduction in the powers and authority of the City Manager, or the elimination of the City Manager position. Any such notice of termination or act constituting termination shall be given at or effectuated at a meeting of the City Council.</p>	<p>limited by, the City's Personnel Rules and Regulations, or any subsequent related resolutions, or past City practices related to the employment, discipline or termination of the City's employees. Employee expressly waives any rights provided for the City Manager under the City's Personnel Rules and Regulations, Municipal Code, or under other local, state or federal law or to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein shall be construed to create a property interest, where one does not exist by rule of law, in the position of City Manager.</p> <p>(b) Termination by the City without Cause. The City may terminate Employee without cause, but rather based upon any management reason such as implementing the City's goals or policies, including, but not limited to: (i) change of administration, or (ii) incompatibility of management styles, or for any other reason, or no publicly stated reason. In the event Employee is terminated without cause, Employee expressly agrees Employee shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.</p> <p>4.1 <u>Severance Pay</u>. In the event Employee is terminated without cause and Employee does not challenge such termination, including, but not limited to, by means of appeal or civil or administrative claim or "liberty-interest" hearing, then the City shall pay to Employee severance in an amount equal to Employee's monthly base salary (annual Salary divided by twelve (12)) then in effect multiplied by six (6).</p>

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			Notwithstanding any other provision of this Section 4.1, if such proposed severance payment exceeds the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (Government Code Section 53260 provides all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds eighteen (18) months). The severance payment shall not include the monetary value of benefits during said time, but salary only.
6.2 Termination With Cause	<p>The City Council may terminate this Agreement, and thereby terminate City Manager's employment, with cause, by the affirmative votes of not less than three (3) members of the City Council at a Regular Meeting of the City Council. City Manager shall not be entitled to any additional compensation or payment, including Severance, but shall be entitled only to accrued Base Salary and vacation pay, and any other accrued and unused benefit allowances according to their terms ("Accrued Salary and Benefits"). As used in this Agreement, Cause shall only mean any of the following:</p> <p>2 Conviction of, or plea of guilty or nolo contendere to, a felony (other than traffic violations or similar offenses)</p>	<p>The City Council may terminate this Agreement, and thereby terminate City Manager's employment, with cause, by the affirmative votes of a majority of the members of the City Council at a regular meeting of the City Council. City Manager shall not be entitled to any additional compensation or payment, including Severance, but shall be entitled only to accrued Base Salary and vacation pay, and any other accrued and unused benefit allowances according to their terms ("Accrued Salary and Benefits"). As used in this Agreement, Cause shall only mean any of the following:</p> <p>A. Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or</p>	<p>(a) Termination by the City for Cause. The City may terminate this Agreement at any time by providing Employee with prior written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including, but not be limited to, any of the following: (1) willful or persistent material breach of duties or inattention to duties, (2) resume fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or abuse of position as City Manager, (5) conviction of a felony under California law, (6) violation by Employee of the City's anti-</p>

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	<p>which is likely to have a material adverse impact on the City, and if the date of conviction or plea of guilty or nolo contendere is not more than twelve (12) months from the effective date of termination;</p> <p><u>3</u> Proven failure of the City Manager to observe or perform any of his lawful duties and obligations, if that failure continues for a period of thirty (30) business days from the date of his receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure;</p> <p><u>4</u> Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4;</p> <p><u>5</u> Repeated failure to carry out lawful directives of the City Council made by the City Council as a body at a Brown Act-compliant meeting, if that failure continues for a period of thirty (30) business days from the date of his receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure.</p> <p><u>6</u> Failure to pass a pre-employment background check.</p>	<p>similar offenses) which is likely to have a material adverse impact on the City or on the City Manager's reputation;</p> <p>B. Failure of the City Manager to observe or perform any of his duties and obligations, or failure to carry out a directive of the City Council, if that failure continues for a period of thirty (30) days from the date of his receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure;</p> <p>C. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4;</p> <p>D. Any negligent action or inaction by City Manager that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates City's properly established rules or procedures.</p>	<p>harassment policies, as may be amended, or a finding a legally prohibited personal act of harassment against a City official or employee or legally prohibited personal act of discrimination against a City official or employee has occurred and Employee was aware or should have been aware of that act, (7) violation of state law or the RMC or any City ordinance, rule or regulation, (8) use or possession of illegal drugs in violation of state law and/or City policy, (9) continued abuse of non-prescription drugs or alcohol that materially affects the performance of required duties as City Manager, (10) engaging in conduct unbecoming for a public official or which brings disrepute to the City, (11) any illegal or unethical act involving personal gain, including conviction of theft or attempted theft, (12) Employee's significant mismanagement of City finances, (13) any pattern of repeated, willful and intentional insubordination of the City Council, (14) gross misfeasance or gross malfeasance, (15) failure to comply with the ICMA Code of Ethics, as may be amended; or (16) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates, for cause, this Agreement and the services of Employee hereunder, then the City shall have no obligation to pay Employee any severance pursuant to section 4, below.</p> <p>4.2 <u>No Severance Pay if Termination for Cause or Initiated by Employee.</u> As provided in Subdivision 3.2(a), if Employee is terminated for cause, then the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section</p>

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			3.1, if Employee initiates tennination of this Agreement, then the City shall have no obligation to pay the severance provided for in Section 4.1 above.
6.3 Elections	In no event may City Manager be terminated within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.	In no event may City Manager be terminated under Subsection 6.1. above, within thirty (30) days before or ninety (90) days after the certification any municipal election for the selection or recall of one or more of the members of the City Council.	
6.4 Death	If, during the Term or any extended Term, City Manager dies, City Manager's estate shall receive Accrued Salary and Benefits, but shall not be entitled to any additional compensation or payment, including Severance.	If, during the Term or any extended Term, City Manager dies, City Manager's estate shall receive Accrued Salary and Benefits, but shall not be entitled to any additional compensation or payment, including Severance.	
6.5 Disability	In the event City Manager is disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of twelve (12) consecutive months beyond any provided sick leave, the City may terminate City Manager's employment and this Agreement.	In the event City Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of three consecutive months beyond any provided sick leave, the City may terminate City Manager's employment and this Agreement.	Accidental Death & Dismemberment Insurance - \$25,000 State Disability Insurance - All costs paid by employee
6.6 Resignation	City Manager may resign from his employment at any time, upon giving forty-five (45) written notice to the City Council.	City Manager may resign from his employment at any time, upon giving forty-five (45) days written notice to the City Council.	3.1 <u>Termination by Employee.</u> Employee may terminate this Agreement at any time, provided Employee provides the City with at least thirty (30) days prior written notice. In the event Employee terminates this Agreement, Employee expressly agrees that Employee shall not be entitled to any severance pay.
7 Compensation			
7.1 Initial Salary	City Manager's initial annual Base Salary shall be Two Hundred Forty Thousand Dollars (\$240,000) and shall increase to Two	In recognition that the City Manager's duties have increased since the execution of the previous Agreement, including the	2.1 <u>Current Base Salary.</u> Effective the first full pay pe1iod after the Employment Date, Employee shall receive Two Hundred Seventy

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	Hundred Sixty Thousand (\$260,000) on the first anniversary of this agreement. Said amount shall be payable in installments at the same time and in the same manner as other employees of the City are paid. Increases in City Manager's Base Salary may be effective at any time in the sole discretion of the City Council.	establishment of a City Fire Department, which requires 24/7 oversight and onsite availability Monday through Friday, the City Manager's initial annual Base Salary shall be set 6.06% above his previous gross salary as described in Section III.A. of the previous employment agreement, as entered into effective March 1, 2019 and amended effective March 1, 2020. Said amount shall be payable in monthly or bi-weekly installments at the same time and in the same manner as other employees of the City are paid.	Thousand Dollars (\$ 270,000) as his annual base salary ("Salary") for the City Manager position, which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Employee's Salary shall be subject to normal and proper withholdings as determined by state and federal law, and as determined appropriate by the City Council, and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs.
7.2 Annual Salary Increase	The City Manager is entitled to receive cost-of-living salary increases on the second anniversary equal to that of the City's management employees, but not less than 2.5% annually.	Effective April 1, 2022, the annual Base Salary shall be increased 14.3% above the Base Salary described in section 7.1.	2.2 <u>Salary Adjustment</u> . Following the annual performance evaluation set forth in Section 5.2 hereof, the City Council may increase Employee's base salary and benefits package based on the results of those annual reviews. Any adjustments in the base salary and/or benefits following the annual performance evaluation under Section 5.2 are not automatic and instead shall be at the sole discretion of the City Council.
7.3 Reserved	<i>Section Removed</i>	7.3 Performance and Longevity Bonus: The City Council and City Manager may set mutually-agreed-upon objectives for each year under this Agreement. The City Council shall evaluate City Manager's performance at least once a year during the months of February or March ("Annual Evaluation"). Following the completion of the Annual Evaluation, the City Council may, in its sole discretion, grant City Manager a Performance and Longevity Bonus equal to 9.9% of his then-existing Base Salary.	5.0 <u>Performance Evaluations</u> 5.1 <u>Purpose</u> . The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate the effective management of the City. Nothing herein shall be deemed to alter or change the employment status of Employee as City Manager (as set forth in Section 1.6 above), nor shall this Section 5 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

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			<p><u>5.2 Annual Evaluation.</u> The City Council shall endeavor to conduct a formal or informal review and evaluate the performance of Employee on an annual basis within thirty (30) days before the anniversary date of the Effective Date of this Agreement in each year during the term hereof. Such performance review and evaluation may be conducted concurrently with an annual base salary review provided for in Section 2.2 hereof, and in accordance with the purpose noted in Section 5.1 above.</p> <p><u>5.3. Establishment of Goals.</u> The City Council will establish performance objectives and goals for Employee in connection with the initial evaluation, and each annual evaluation, of Employee pursuant to this section 5. Such objectives and goals shall be reasonably attainable within the time frame established by the City Council and within the City's annual budget.</p>
7.4 Separation	The annual base salary of the City Manager shall never be less than 110% of the base salary of the City's next highest paid employee.	The annual base salary of the City Manager shall never be less than 110% of the base salary of the City's next-highest paid employee.	
7.5 No Amendment Required	The Performance and Longevity Bonus approved by the City Council from time to time, and the Annual Salary Increase, pursuant to this Agreement shall not require an amendment to this Agreement to be effective.	The Performance and Longevity Bonus approved by the City Council from time to time pursuant to this Agreement shall not require an amendment to this Agreement to be effective.	
7.6 Citywide Reduction in Salaries	The City Council may reduce the City Manager's Base Salary as part of a City-wide reduction in City employee salaries. If the City Council reduces the Base Salary or any other financial benefit of the City Manager	The City Council may reduce the City Manager's Base Salary as part of a City-wide reduction in City employee salaries. If the City reduces the Base Salary or any other financial benefit of the City Manager in a percentage	

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	in a percentage that is greater than the average reduction of all executive managers, such action shall constitute a termination of this Agreement without Cause under Section 6.1 of this Agreement, and City Manager shall be entitled to Severance.	that is greater than the average reduction of all employees, such action shall constitute a termination of this Agreement without Cause under Section 6.1. of this Agreement, and City Manager shall be entitled to Severance.	
8 Deferred Compensation	<p>As part of City Manager's annual compensation, the City Manager may participate in the deferred compensation plan pursuant to Section 457 of the Internal Revenue Code as established by the City.</p> <p>The City shall annually contribute into the qualified 457 account in the City Manager's name the maximum annual contribution as permitted under the Internal Revenue Code.</p> <p>Such contributions shall be made in January of each year of this Agreement, except that the initial payment shall be prorated for the 2023 calendar year and made as soon as practicable. In the event this Agreement terminates for any reason subsequent to a 457 contribution but prior to the end of a calendar year, the 457 annual contribution for that year is non-refundable to the City.</p> <p>The City shall be responsible for all expenses associated with the 457 account during the term of this Agreement, including but not limited to administrative services, fees and commissions.</p>	<p>As part of City Manager's annual compensation, the City Manager may participate in the deferred compensation plan pursuant to Section 457 of the Internal Revenue Code as established by the City. The City will match City Manager's contribution to the 457 Plan as follows: two to one City matching contribution up to the then prevailing IRS contribution limits, or \$25,000 per year, whichever is less. The City match shall vest with the City Manager upon three (3) years active service with the City beginning on his effective employment date of March 1, 2019. The City shall be responsible for all expenses associated with the 457 account during the term of this Agreement, including but not limited to administrative services fees and commissions.</p>	<p>6.6 <u>Deferred Compensation.</u> Employee is eligible to participate in the City's 457 and 401(a) deferred compensation programs. The City will contribute, annually, the sum of One Thousand One Hundred Twenty-Five Dollars (\$1,125) and the sum of two percent (2%) of Employee's Salary, to Employee's 401(a) deferred compensation plan.</p>
9 Retirement	<p>City agrees to maintain City Manager as a member of the State of California Public Employees Retirement System (CalPERS). City shall give City Manager CalPERS benefits on the same terms and conditions as the City's management employees. As the City does not participate in Social Security, no deduction shall be taken from the City</p>	<p>City agrees to maintain City Manager as a member of the State of California Public Employees Retirement System (CalPERS) at his currently existing CalPERS 2% at 62 formula as an employee and the benefit known as the single highest year calculation. City shall make, on City Manager's behalf, all payments that represent the City's</p>	<p>6.4 <u>Retirement.</u> Employee is believed to be a New Member/PEPRA, as defined by CalPERS and as mandated by the Public Employees' Pension Reform Act of 2013. Employee will be classified in the City's Tier II pension plan. Accordingly, Employee shall be entitled to participate in the City's CalPERS Retirement Program with the 2% at 62 formula.</p>

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	Manager's salary for this purpose. Should the City Manager retire from the City after serving a minimum of five (5) years as an employee of the City, City shall continue to provide retiree health coverage as outlined in Section 10 of this Agreement.	contribution as a member of CalPERS. City Manager shall make all payments that represent City Manager's 7% contribution as a member of CalPERS. The City does not participate in Social Security, so no deduction shall be taken from the City Manager's salary for this purpose.	
10 Health and Medical Benefits Insurance	City shall pay one hundred percent (100%) of the premium for group health insurance, dental and vision care for City Manager and dependents. City Manager may choose from any of the plans offered to the City's management employees.	City shall pay one hundred percent (100%) of the premium for group health insurance, dental and vision care for City Manager and dependents. City Manager may choose from any of the plans offered to City employees.	<p>Medical Insurance - City pays the entire monthly premium for employees and their eligible dependents through PERS Health</p> <p>Dental Insurance - City pays the entire monthly premium for employees and their eligible dependents</p> <p>Vision Insurance - City pays the entire monthly premium for employees and their eligible dependents</p> <p>\$150 per year to offset medical insurance co-payments and/or deductibles</p> <p>6.8 <u>Flexible Spending Account</u>. The City provides a Flexible Spending Account (FSA) program at Employee's sole cost and expense (employee cost may be income tax defen-ed in accordance with IRS regulations). Expenses that may be reimbursed using the FSA program include childcare, medical expenses not covered by insurance plan, orthodontic work, and similar qualifying expenses.</p>
11 Life Insurance	The City agrees to pay for a term life insurance policy in an amount equal to two times the amount of City Manager's annual base salary with a carrier selected by the City. City Manager shall designate the beneficiaries of the policy. City Manager	The City agrees to pay for a term life insurance policy in an amount equal to two times the amount of City Manager's annual base salary with a carrier selected by the City. City Manager shall designate the beneficiaries of the policy. City Manager shall also be	Life Insurance - \$25,000

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	shall also be entitled to participate in any group life or disability insurance programs approved by the City Council for employees.	entitled to participate in any group life or disability insurance programs approved by the City Council for all employees.	
12 Physical Examination	Each calendar year, City shall provide City Manager with an executive physical examination, at a cost not to exceed Five Thousand Dollars (\$5,000.00), by a qualified physician or medical facility of City Manager's choice within reasonable proximity to City.	Each calendar year, City shall provide City Manager with an executive physical examination, at a cost not to exceed One Thousand Dollars (\$1,000.00) by a qualified physician or medical facility, of City Manager's choice, within reasonable proximity to City.	
13 Automobile Allowance	City Manager's duties require him to be available and to respond to the demands of City business at all times and outside of regular business hours, including weekends. City shall pay City Manager Six Hundred Dollars (\$600.00) monthly in compensation for the use and maintenance of his personal vehicle on City business.	City Manager's duties require him to be available and to respond to the demands of City business at all times and outside of regular business hours, including weekends. City shall pay City Manager Six Hundred Dollars (\$600.00) per month to reimburse the City Manager for the use and maintenance of his personal vehicle on City business.	6.5 <u>Automobile</u> . Employee shall receive Five Hundred Dollars (\$500.00) per month as vehicle allowance to reimburse Employee for use of a personal vehicle in pursuit of recognized official duties. The allowance will be paid in the regular payroll process with Salary beginning with the first payroll paid subsequent to the Employee's commencement date consistent with the payment method of allowances provided to other employees of the City. The allowance is subject to normal and proper withholdings as determined by state and federal law and shall be subject to payroll taxes and other payroll-related liability costs in the same manner as other employees of the City. Employee shall be responsible for any personal income tax that may result from that reimbursement.
14 Equipment	As the City Manager is expected to be available by cell phone, email and text as described in Section 3 above, the City shall provide City Manager a cell phone and internet allowance in the amount of One Hundred Fifty Dollars (\$150.00) per month to reimburse City Manager for the business use of such devices and services.	As the City Manager is expected to be available by cell phone, email and text, the City shall provide City Manager a cell phone and internet allowance in the amount of One Hundred Fifty Dollars (\$150.00) per month to reimburse City Manager for the business use of such devices and services.	6.9 <u>Business Equipment</u> . The City will provide to Employee any job-related personal tools or equipment, such as a computer, desk, land-line phone, file cabinets, table and chairs, that serve the professional development of Employee and/or is needed to perform Employee's functions and duties. Upon termination, for any reason, Employee shall return all business

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			equipment to the City no later than Employee's last day of employment. The City shall provide a City-owned cell phone for City-related business and functions during, before and after normal work hours. The City shall pay for any expenses related to initial purchase, data plan, monthly service plan, insurance, and replacement due to normal wear and tear. Employee shall follow the inventory control procedures for portable devices such as laptops and cell phones consistent with control procedures for other City employees.
15 Business and Professional Expenses			
15.1 Expense Reimbursement	<p>City recognizes that City Manager may incur expenses of a non-personal, job-related nature that are reasonably necessary to City Manager's service to City. City agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to City's normal expense reimbursement procedures or such other procedure as may be designated by the City Council. To be eligible for reimbursement, all expenses must be supported by documentation meeting City's normal requirements and must be submitted within time limits established by City. City Manager shall also be issued a City credit card to be used only for the payment of those sums that would otherwise qualify for reimbursement and subject to all applicable policies as adopted by the City Council. The City Council, or a duly appointed committee comprised of its members, reserves the right to review the City Manager's</p>	<p>City recognizes that City Manager may incur expenses of a non-personal, job-related nature that are reasonably necessary to City Manager's service to City. City agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to City's normal expense reimbursement procedures or such other procedure as may be designated by the City Council. To be eligible for reimbursement, all expenses must be supported by documentation meeting City's normal requirements and must be submitted within time limits established by City. City Manager shall also be issued a City credit card to be used only for the payment of those sums that would otherwise qualify for reimbursement and subject to all applicable policies as adopted by the City Council. The City Council, or a duly appointed committee comprised of its members, reserves the right to review the</p>	<p>2.3 <u>Business Expense Reimbursements</u>. The City shall reimburse Employee for reasonable and necessary travel, subsistence, and other City related business expenses incurred by Employee in the performance of his duties. All reimbursements shall be subject to and in accordance with California law, the City's adopted policies, and IRS rules for reporting compensation through payroll or reimbursement through accounts payable.</p>

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	reimbursements or credit card statements at any time at its sole discretion.	City Manager's reimbursements or credit card statements at any time at its sole discretion.	
15.2 Professional Dues	City agrees to pay the professional dues and subscriptions on behalf of City Manager which are necessary for City Manager's continuation or full participation in international , national, regional, state, or local associations, organizations and service clubs necessary and desirable for City Manager's continued professional participation, growth and advancement, or for the good of the City, in an amount not to exceed Four Thousand Five Hundred Dollars (\$4,500.00) per year.	City agrees to pay the professional dues and subscriptions on behalf of City Manager which are necessary for City Manager's continuation or full participation in international , national, regional, state, or local associations and organizations necessary and desirable for City Manager's continued professional participation, growth and advancement, or for the good of the City, in an amount not to exceed Three Thousand Five Hundred Dollars (\$3,500.00) per year.	6.1 <u>Professional Development</u> . The City recognizes its obligation to the professional development of the City Manager, and agrees Employee shall be given adequate opportunities to develop and maintain skills and abilities as the City Manager. Employee is expected and encouraged to and does agree to participate in professional organizations and to attend local and regional meetings and conferences related to matters of interest to the City consistent with the time required for such attendance in relationship to Employee's other responsibilities as determined by the City Council . The City Council hereby agrees to budget an amount, to be determined in the exercise of its sole discretion, to pay the cost, travel and subsistence expense of Employee for professional and/or official travel, meetings, and occasions adequate to continue professional development of Employee and to adequately pursue necessary official functions for the City. All out-of-state professional and/or official travel by Employee shall be pre-approved, in writing, by City's Mayor and Mayor Pro Tem. Employee shall be responsible for maintaining any professional certifications recognized as necessary or desirable in the performance of the duties hereunder. The City agrees to pay the annual professional dues and subscriptions necessary for full participation in national, regional, state, or local associations and organizations necessary and desirable for the best interests of the City, and for Employee's

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			<p>continued professional participation and advancement. To authorize the City's annual costs related to Employee's continued professional development, the anticipated costs must be included in the City's adopted or amended annual budget. The City Council is the approval authority for the City's annual budget. At a minimum, that may include any professional dues for membership with the ICMA, and the League of California Cities (LCC), as well as including travel expenses and registration for attendance at the annual ICMA conference, the annual LCC General Membership conference (LCC's Annual Conference), the annual LCC City Manager Department conference, and the annual LCC New Mayor and Council Members Academy.</p>
15.3 Travel Dues	<p>City agrees to pay City Manager's travel and subsistence expenses for official travel, meetings, and occasions reasonably necessary to continue City Manager's professional development, and for City Manager's reasonable participation in necessary official and other functions for the City; including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees on which City Manager serves as a member. Notwithstanding the above, the number of conferences or meetings City will pay for each year, and attendance at out-of-state conferences and meetings, shall be at the discretion of the City Council as set forth in the City's budget.</p>	<p>City agrees to pay City Manager's travel and subsistence expenses for official travel, meetings, and occasions reasonably necessary to continue City Manager's professional development, and for City Manager's reasonable participation in necessary official and other functions for the City; including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees on which City Manager serves as a member. Notwithstanding the above, the number of conferences or meetings City will pay for each year, and attendance at out-of-state conferences and meetings, shall be at the discretion of the City Council as set forth in the City's budget.</p>	<p>2.3 <u>Business Expense Reimbursements</u>. The City shall reimburse Employee for reasonable and necessary travel, subsistence, and other City related business expenses incurred by Employee in the performance of his duties. All reimbursements shall be subject to and in accordance with California law, the City's adopted policies, and IRS rules for reporting compensation through payroll or reimbursement through accounts payable. the City Council. The City Council hereby agrees to budget an amount, to be determined in the exercise of its sole discretion, to pay the cost, travel and subsistence expense of Employee for professional and/or official travel, meetings, and occasions adequate to continue professional development of Employee and to adequately pursue necessary official functions for the City. All out-of-state</p>

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			<p>professional and/or official travel by Employee shall be pre-approved, in writing, by City's Mayor and Mayor Pro Tem. Employee shall be responsible for maintaining any professional certifications recognized as necessary or desirable in the performance of the duties hereunder. The City agrees to pay the annual professional dues and subscriptions necessary for full participation in national, regional, state, or local associations and organizations necessary and desirable for the best interests of the City, and for Employee's continued professional participation and advancement. To authorize the City's annual costs related to Employee's continued professional development, the anticipated costs must be included in the City's adopted or amended annual budget. The City Council is the approval authority for the City's annual budget. At a minimum, that may include any professional dues for membership with the ICMA, and the League of California Cities (LCC), as well as including travel expenses and registration for attendance at the annual ICMA conference, the annual LCC General Membership conference (LCC's Annual Conference), the annual LCC City Manager Department conference, and the annual LCC New Mayor and Council Members Academy.</p>
16 Vacation and Sick Leave			
16.1 Vacation Leave	City Manager shall accrue vacation leave at the same rate provided to the City's management employees, in addition to recognized City holidays. For the purposes of	City Manager shall accrue vacation leave at the same rate provided to the City's full-time employees, in addition to recognized City holidays. During the Term of this Agreement	6.2 <u>Paid Annual Leave</u> . Employee shall be entitled to paid annual leave ("Annual Leave") at an accrual rate of fifteen and seven one-hundredths (15.07) hours pro rata

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	<p>vacation leave, City Manager shall be credited with three years of service and shall begin accruing vacation leave at the rate of 120 hours per year. During the Term of this Agreement, City Manager may accumulate vacation leave up to a maximum of five hundred (500) hours unless a higher limit would otherwise apply under the existing management benefit. At any time during the Term of this Agreement City Manager shall be entitled to cash out accrued but unused vacation hours in any increment, regardless of vacation hours used during the calendar year, provided that at least eighty (80) accrued but unused vacation leave hours remain available. The amount paid City Manager shall be based on City Manager's annual Base Salary at the time the vacation leave is paid. Upon termination or resignation from employment or the non-renewal of this Agreement, City Manager shall be paid for all accrued and unused vacation time. Upon the effective date of this Agreement, the City Manager shall be credited with eighty (80) hours of vacation leave. Accrued vacation leave shall be available for use upon the effective date of this Agreement.</p>	<p>City Manager may accumulate vacation leave up to a maximum of four hundred forty (440) hours. At any time during the Term of this Agreement City Manager shall be entitled to cash out accrued but unused vacation hours, provided that at least eighty (80) accrued but unused vacation leave hours remain available. The amount paid City Manager shall be based on City Manager's annual Base Salary at the time the vacation leave is paid. Upon termination or resignation from employment or the non-renewal of this Agreement, City Manager shall be paid for all accrued and unused vacation time. Upon the effective date of this Agreement the City Manager shall be credited with 40 hours of vacation leave.</p>	<p>per pay period. Employee's Annual Leave is inclusive of all other leave benefits including, but not limited to, sick leave, executive leave, and vacation. Upon separation, for any reason, Employee shall be entitled to one hundred percent (100%) of Employee's unused Annual Leave balance then existing, at Employee's then current hourly rate of pay, subject to normal and proper withholdings as determined by state and federal law, and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs in the same manner as other employees of the City.</p>
16.2 Sick Leave	<p>City Manager shall accrue sick leave at the same rate provided to the City's management employees, and may accumulate sick leave without limit. In the event of resignation from employment, termination for or without cause, or the non-renewal of this Agreement, City Manager shall be entitled to compensation for fifty percent (50%) of the accumulated but unused sick leave, or may convert the equivalent amount of sick leave to</p>	<p>City Manager shall accrue sick leave at the same rate provided to the City's full-time employees. City Manager may accumulate a maximum of five hundred seventy (570) hours of sick leave. In the event of resignation or termination for or without cause, the leave shall be forfeited.</p>	

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	retirement credit in accordance with PERS rules and regulations.		
16.3 Administrative Leave	City Manager shall be entitled to 120 hours of administrative leave as of the effective date of this agreement. Thereafter, the City Manager shall receive 120 hours of administrative leave on January 1st of each year this agreement is in effect. The City Manager may accumulate administrative leave not to exceed a maximum of 240 hours, and may sell back up to 120 hours of accumulated but unused administrative leave each December. In the event of resignation from employment, termination for or without cause, or the non-renewal of this Agreement, City Manager shall be compensated for accrued unused administration leave. The amount paid City Manager shall be based on City Manager's annual Base Salary at the time the administrative leave is paid.	City Manager shall be entitled to 120 hours of administrative leave as of the effective date of this agreement. Thereafter, the City Manager shall receive 120 hours of administrative leave on each anniversary of the effective date of this Agreement. The City Manager may accumulate administrative leave not to exceed a maximum of 240 hours. Upon resignation or termination for or without cause, the leave shall be forfeited.	(b) <u>Leave Bank</u> . Employee shall be credited with a one hundred twenty (120) hour leave bank ("Leave Bank") beginning on the commencement of employment by Employee following the approval of this Agreement.
17 Abuse of Office or Position	If City Manager is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (a) if City Manager is provided with administrative leave pay pending an investigation, City Manager shall be required to fully reimburse City such amounts paid; (b) if City pays for the criminal legal defense of City Manager (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), City Manager shall be required to fully reimburse City such amounts paid; and (c) if this Agreement is terminated, any Severance Pay and Severance Benefits related to the termination that City Manager may receive from City shall be fully	If City Manager is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (a) if City Manager is provided with administrative leave pay pending an investigation, City Manager shall be required to fully reimburse City such amounts paid; (b) if City pays for the criminal legal defense of City Manager (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), City Manager shall be required to fully reimburse City such amounts paid; and (c) if this Agreement is terminated, any Severance Pay and Severance Benefits related to the termination that City Manager may receive from City shall be fully reimbursed to	9.8 <u>Government Code Sections 53243 - 53243.4</u> . Government Code sections 53243 - 53243.4 sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. Those statutes require that contracts between local agencies and certain employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. Those statutes are incorporated herein by reference. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of

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	<p>reimbursed to City or shall be void if not yet paid to City Manager. For purposes of this Section, abuse of office or position means either: (a) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (b) a crime against public justice, including bribery and corruption, forgery, perjury, and money laundering.</p>	<p>City or shall be void if not yet paid to City Manager. For purposes of this Section, abuse of office or position means either: (a) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (b) a crime against public justice.</p>	<p>execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:</p> <p>Section 53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.</p> <p>Section 53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.</p> <p>Section 53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.</p> <p>Section 53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.</p> <p>Section 53243.4. "Abuse of office or position" defined.</p> <p>Employee represents Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees any cash settlement or severance related to a termination Employee may receive from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of Employee's office or position.</p>
18 Enforcement of this Agreement	The prevailing party in any action brought to enforce this Agreement or to resolve any dispute or controversy arising under its	The prevailing party in any action brought to enforce this Agreement or to resolve any dispute or controversy arising under its terms	

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	terms and conditions, shall be entitled to payment of his/its reasonable attorneys' fees and costs.	and conditions, shall be entitled to payment of his/her/its reasonable attorneys' fees and costs.	
19 Communications Upon City Manager's Separation	In the event the City terminates the City Manager for any reason or no reason, the City and the City Manager agree that no member of the City Council, the City's management staff, nor the City Manager, shall make any written, oral or electronic statement to any member of the public, the press, any City employee, or online concerning the City Manager's termination except in the form of a joint press release or statement, the content of which is mutually agreeable to the City and the City Manager. The joint press release or statement shall not contain any text or information that is disparaging to either party. Either party may verbally repeat the substance of the joint press release or statement in response to any inquiry. The sole remedy to any aggrieved party for a violation of this Section shall be the payment to the aggrieved party by the other party of Ten Thousand Dollars (\$10,000) per occurrence.	In the event the City terminates the City Manager pursuant to Subsection 6.1. above, the City and the City Manager agree that no member of the City Council, the City Management staff, nor the City Manager, shall make any written, oral or electronic statement to any member of the public, the press, or any city employee concerning the City Manager's termination except in the form of a joint press release or statement, the content of which is mutually agreeable to the City and the City Manager. The joint press release or statement shall not contain any text or information that is disparaging to either party. Either party may verbally repeat the substance of the joint press release or statement in response to any inquiry. The sole remedy to any aggrieved party for a violation of this Section shall be the payment to aggrieved party by the other party of One Thousand Dollars (\$1,000) per occurrence.	
20 Indemnification	Consistent with the California Government Code, City shall defend, hold harmless, and indemnify City Manager using legal counsel of City's choosing, against expense or legal liability for acts or omissions by City Manager occurring within the course and scope of City Manager's employment under this Agreement. Legal representation, provided by City for City Manager, shall extend until a final determination of the issues including any and all losses, damages, judgments, interest, settlements, fines,	Consistent with the California Government Code, City shall defend, hold harmless, and indemnify City Manager using legal counsel of City's choosing, against expense or legal liability for acts or omissions by City Manager occurring within the course and scope of City Manager's employment under this Agreement. Legal representation, provided by City for City Manager, shall extend until a final determination of the issues including any and all losses, damages, judgments, interest, settlements, fines, court costs, and the	7. <u>Indemnification.</u> To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action rising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of Employee's employment, or any other

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	<p>court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by City Manager in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened. In the event there is a conflict of interest between City and City Manager such that independent counsel is required for City Manager, the City shall reasonably provide for separate counsel, which shall be paid for by the City.</p>	<p>reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by City Manager in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened. In the event there is a conflict of interest between City and City Manager such that independent counsel is required for City Manager, the City shall reasonably provide for separate legal counsel, which shall be paid for by the City.</p>	<p>intentional or malicious conduct or gross negligence of Employee.</p>
21 Notices	<p>Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.</p> <p>CITY: City of Yucaipa Attention: Mayor 34272 Yucaipa Blvd. Yucaipa, CA 92399</p> <p>CITY MANAGER: Chris Mann, City Manager 34272 Yucaipa Blvd. Yucaipa, CA 92399</p>	<p>Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.</p> <p>CITY: City of Canyon Lake Attention: Mayor 31516 Railroad Canyon Road Canyon Lake, CA 92587</p> <p>CITY MANAGER: Chris Mann 31516 Railroad Canyon Road Canyon Lake, CA 92587</p>	<p>9.3 <u>Notice</u>. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:</p> <p><u>CITY:</u> City Clerk City of Redlands 35 Cajon Street, Suite 200 PO Box 3005 (mailing) Redlands, CA 92373</p> <p><u>EMPLOYEE:</u> Charles M. Duggan Jr. Address on file with City</p>

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22 Conflict with City Municipal Code	The City personnel ordinances, resolutions, rules and policies shall apply to City Manager in the same manner as applied to other employees. City agrees that City Manager has, at his discretion, the authority to interpret, amend and make exceptions to personnel rules and policies as they apply to the City Manager. However, in the event of a conflict between the provisions of this Agreement and the Municipal Code, the Municipal Code shall prevail over this Agreement. In the event of a conflict between the provisions of this Agreement and City personnel ordinances, resolutions, rules and policies, this Agreement shall prevail.	The City personnel ordinances, resolutions, rules and policies shall apply to City Manager in the same manner as applied to other employees, provided, however, in the event of a conflict between the provisions of this Agreement and the Municipal Code, the Municipal Code shall prevail over this Agreement.	
23 Entire Agreement	This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of City Manager by City, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.	This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of City Manager by City, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.	9.1 <u>Entire Agreement</u> . This Agreement represents the entire Agreement and understanding between the Parties and supersedes any and all other agreements and understandings, either oral or in writing, between the Parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the Parties with respect to such employment. No ordinances or resolutions of the City governing employment, including the Personnel System, shall apply unless specified herein. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either Party.

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24 Modifications	Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto.	Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto.	9.2 <u>Amendment</u> . This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing, which amendment shall require City Council approval.
25 Effect of Waiver	The failure of either party to insist upon 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 one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.	The failure of either party to insist upon 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 one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.	9.5 <u>Effect of Waiver</u> . 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 one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
26 Partial Invalidity	If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.	If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.	9.6 <u>Partial Invalidity</u> . If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
27 Governing Law	This Agreement shall be governed by and construed in accordance with the laws of the State of California.	This Agreement shall be governed by and construed in accordance with the laws of the State of California.	9.7 <u>Governing Law</u> . This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the Effective Date of this Agreement.