

## CITY OF WALNUT CREEK CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter called "Agreement") by and between the City of Walnut Creek, a California Municipal Corporation ("City") and Daniel P. Buckshi, an individual ("Mr. Buckshi" and "Employee") is entered into on this 10 of May, 2017.

### Recitals

A. Mr. Buckshi is interested in serving as the City Manager of the City of Walnut Creek and Executive Director of the Successor Agency to the former Walnut Creek Redevelopment Agency; and

B. The City Council is interested in employing Mr. Buckshi as the City Manager of the City of Walnut Creek and Successor Agency Executive Director; and

C. The City Manager position is not represented by any recognized bargaining unit within the City of Walnut Creek and is therefore not subject to any collective bargaining agreement. Accordingly, the City Council and Mr. Buckshi desire to agree in writing to certain terms and conditions of Mr. Buckshi's employment as City Manager of Walnut Creek and Successor Agency Executive Director that are not specified in California law or the Walnut Creek Municipal Code.

### Agreements

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, it is agreed as follows:

**1. Employment.** Subject to the other provisions of this Agreement, the City of Walnut Creek shall employ Mr. Buckshi on a full-time basis as its City Manager, commencing on August 7, 2017. Mr. Buckshi shall perform all the usual and customary services required of the office as provided for in California law and the Walnut Creek Municipal Code. He shall hold concurrently the positions of Executive Director of the Successor Agency to the Redevelopment Agency of the City of Walnut Creek and Director of Emergency Services. Mr. Buckshi shall devote all of his entire time, energy and skill during regular business hours to the City of Walnut Creek. Except to the extent specifically provided in this Agreement, Mr. Buckshi's employment with the City shall be based upon statute, not this Agreement.

**2. Salary.** The City Council and Mr. Buckshi agree that the bi-weekly salary for his services as City Manager shall be nine thousand seven hundred sixty nine dollars and 24 cents (\$9,769.24). Any future adjustments to salary shall be negotiable and based in part on periodic performance evaluations conducted by the City Council as described in Section 11.

**3. General Leave.** The City of Walnut Creek shall include Mr. Buckshi in its General Leave Program and he shall accrue General Leave at the rate of 29 days per year effective August 7, 2017. Upon employment, Mr. Buckshi shall be advanced 10 days out of his 29 day annual accrual, with General Leave continuing to accrue in that first year on a pro rata basis. Should he leave employment with the City during the first year, the payment to Mr. Buckshi or

repayment to the City for such leave shall be on a prorated basis. Following the first year, General Leave shall be earned by Mr. Buckshi according to the terms of the General Leave Program with the first year of service calculated based on an employee with 15 years of completed service. Mr. Buckshi may accumulate General Leave year to year to a limit of 540 hours. He may direct any such sum be paid in cash or in the form of deferred compensation.

**4. Other Fringe Benefits.** Unless otherwise specified in this Agreement, the City of Walnut Creek will provide Mr. Buckshi with the same fringe benefits provided to Department Directors of the City of Walnut Creek, including, but not limited to life, long-term disability and other insurance, health and dental care benefits, educational reimbursement, regular holidays and administrative leave. Consistent with the benefits provided to the Department Directors, Mr. Buckshi shall, in his sole discretion, either pay twenty percent (20%) of the health care premium (blended rate if allowed by the City) for the health care plan he selects, or in lieu of such health benefit accept a payment of eight hundred fifty dollars (\$850) per month in deferred compensation. Mr. Buckshi shall be credited with 96 hours of Administrative Leave for each calendar year, which may be used subject to the terms of the City's Administrative Leave Policy. Mr. Buckshi shall be eligible for reimbursement of educational costs of up to then current maximum rate (which is presently one thousand four hundred dollars (\$1,400)) per year in accordance with City policy. The City-paid term life insurance policy shall be in an amount of two hundred fifty four thousand dollars (\$254,000). City shall provide Mr. Buckshi with tablet computer and smartphone (including cellular service) for use for city business.

**5. Vehicle Allowance.** The City of Walnut Creek will provide Mr. Buckshi a monthly vehicle allowance in the amount of five hundred dollars (\$500). This amount shall be evaluated annually to consider the increasing costs of ownership, insurance, and maintenance of a vehicle. In recognition of the costs of ownership, insurance and maintenance, the vehicle allowance may be adjusted by motion of the City Council and is subject to Internal Revenue Service regulations.

**6. Deferred Compensation.** Mr. Buckshi shall be eligible to participate in either or both of the deferred compensation plans (Section 401(a) and 457) administered by the City in the same manner as other City employees.

**7. Retirement.** Mr. Buckshi shall be covered by the Public Employee Retirement System (PERS) in the same manner as other miscellaneous (non-safety) City employees, using the 2% at 60 formula, subject to any future adjustments permitted or required by law. The City shall pay the full employer contribution to PERS. Mr. Buckshi shall pay the full SEVEN PERCENT (7%) employee contribution to PERS. The City and Mr. Buckshi may negotiate changes to these contribution rates in future years.

**8. Termination.** Mr. Buckshi's employment shall be considered "at-will". The City may terminate this Agreement at any time upon a majority vote of the City Council, in the manner prescribed in the Walnut Creek Municipal Code, except that the City agrees not to terminate this Agreement or involuntarily terminate Mr. Buckshi for 90 days following the seating of a new City Council pursuant to a City Council election. If Mr. Buckshi is terminated for commission of a crime of moral turpitude or criminal malfeasance in office, he shall not be entitled to any severance payments. For termination for any other reason the City Council shall give Mr. Buckshi a nine month notice of termination. In the event of such termination by the City, involuntary resignation or involuntary retirement by Mr. Buckshi without nine month

notice, Mr. Buckshi shall receive a severance pay benefit of payment of his then existing salary for the period equal to nine months minus the time period of actual notice given him (if any), and he shall be paid for all accumulated General Leave up to a maximum of 540 hours but in no event shall the severance pay benefit exceed the limits of Government Code §§53260. Mr. Buckshi shall continue to accrue additional salary, General Leave and all other benefits during any period he actually continues to work as an employee for the City following receipt of a notice of termination, but he shall not accrue additional salary, General Leave or any other benefits beginning on the effective date of termination, involuntary resignation or involuntary retirement. Any severance payment under this section shall be paid as a lump sum to Mr. Buckshi within 30 days after the effective date of termination, involuntary resignation or involuntary retirement. Mr. Buckshi may also terminate this Agreement at any time upon thirty (30) days written notice. In the event of termination by Mr. Buckshi, or upon voluntary resignation or voluntary retirement, Mr. Buckshi shall be paid for all previously accumulated General Leave up to a maximum of 540 hours. The notice of date of termination is defined to be the date of receipt of a United States Postal Service registered letter by Mr. Buckshi, unless the City and Mr. Buckshi agree to another date or the termination date set forth in a written resignation letter submitted by Mr. Buckshi.

**9. Professional Associations.** Mr. Buckshi's participation in official activities of the League of California Cities and the International City Management Association is beneficial to the City of Walnut Creek, and Mr. Buckshi may maintain his membership and participation in such organizations, including attendance at their respective conferences and serving as an officer of either organization. The City of Walnut Creek shall pay for Mr. Buckshi's reasonable costs associated with his participation in the League of California Cities and the International City Management Association. In addition, Mr. Buckshi shall be entitled to the Career Development Annual Employer Contribution as provided to the Department Directors and reimbursement for professional association membership, travel and registration costs related to professional development provided that such expenses are part of the City Council approved budget.

**10. Housing.** The City and Mr. Buckshi both agree that it is desirable for Mr. Buckshi and his family to live within a reasonable distance from City Hall. City shall assist Mr. Buckshi with the purchase of a house in Walnut Creek as provided in this Section 10 if, in his sole discretion, Mr. Buckshi chooses to accept such assistance. Neither the failure to extend housing assistance to Mr. Buckshi nor the failure of the parties to reach agreement on mutually acceptable housing assistance terms will constitute a breach of this Agreement.

**10.1 Method of Financing Purchase of Home.** The following provisions apply to the purchase of a home by Mr. Buckshi for him and his family.

(a) Reasonable Time to Purchase. In order for the City to assist with Housing Assistance, the City shall provide Mr. Buckshi the option to purchase a home within the corporate limits of the City within one year after the effective date of this Agreement.

(b) Housing Assistance Loan. The City is willing to provide Mr. Buckshi with a housing assistance loan, up to the total amount of three hundred thousand dollars (\$300,000). Said Home Loan Agreement shall be secured by a deed of trust on the selected property. The approval of the City to the house purchase and financing of

Mr. Buckshi's selected residence shall be more particularly set forth in a separate Home Loan Agreement. The Home Loan Agreement shall be fully executed prior to the release of any funds by the City. The loan contemplated hereunder is premised upon and agreed to by City on the express condition that suitable housing within the City limits of Walnut Creek must be selected and secured by Mr. Buckshi within the time period set out in section 10.1 (a) above. Said home loan assistance, as discussed herein, shall be subject to Mr. Buckshi contributing a minimum of 10% toward the final purchase price of a primary place of residence located in the City of Walnut Creek. The Housing Assistance shall be based on a variable interest rate, adjustable quarterly, with the interest rate equal to the average return received by the City in the previous quarter on its investment in the Local Agency Investment Fund plus an agreed upon percentage, or based on an equity share arrangement reflecting the proportionate amounts invested in the residence by the two parties either of which are subject to mutual agreement of the parties, or other structured terms that are agreeable to both parties.

**10.2. Housing Relocation Expenses.** Upon Mr. Buckshi's election to move to the City of Walnut Creek as noted in Section 10 above, the City of Walnut Creek shall reimburse Mr. Buckshi for his reasonable expenses incurred in packing and shipping household items to his new residence in the City of Walnut Creek. Mr. Buckshi shall obtain three bids from moving companies for this purpose and shall submit bids to the City of Walnut Creek for review. The City of Walnut Creek's reimbursement obligation shall not exceed the amount of the lowest bid or \$10,000, whichever is the lowest amount.

**10.3 Temporary Rental Assistance.** In the event that Mr. Buckshi is unable to purchase and relocate to a home prior to July 14, 2017, the City shall provide to Mr. Buckshi temporary rental housing assistance payments in the amount of \$2,500 per month for a maximum of six (6) months from July 15, 2017. If Mr. Buckshi purchases a house within the six-month time period set forth herein, the temporary rental assistance payments provided herein shall terminate effective fourteen (14) days after Mr. Buckshi closes escrow on the house.

**11. Performance Evaluation.** The City Council and Mr. Buckshi shall meet after six months of employment to evaluate Mr. Buckshi's performance. Thereafter, performance discussions may occur quarterly. Formal performance evaluations by the entire City Council shall occur annually, and include setting goals and objectives for the ensuing year.

**12. AB 1344 Compliance.** In accordance with Government Code Sections 53243, 53243.1, and 53243.2:

(a) In the event Employee is placed on paid leave pending an investigation, Employee shall reimburse such pay to City if he is subsequently convicted of or pleads no contest to a crime involving the abuse of his office or position;

(b) In the event City pays for Employee's legal criminal defense, he shall fully reimburse such funds to the City if he is subsequently convicted of or pleads no contest to a crime involving an abuse of his office or position;;

(c) If this contract is terminated, any cash settlement related to the termination that

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Employee may receive from City must be fully reimbursed to City if he is subsequently convicted of or pleads no contest to a crime involving an abuse of his office or position.

(d) For the purposes of this section 12, “abuse or office or position” shall be as defined in Government Code Section 53243.4.

**13. Assignment.** It is understood that this Agreement is not assignable by either party.

**14. Venue and Applicable Law.** Any action by any party to this Agreement shall be brought in the appropriate court of competent jurisdiction within the County of Contra Costa, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. This Agreement shall be construed and enforced in accordance with the laws of the State of California and the United States of America.

**15. Duty to Defend.** Upon request by Employee, City shall, consistent with the terms of Government Code Section 995, provide for the defense of any civil action or proceeding brought against employee in his official or individual capacity or both, on account of any act or omission in the scope of his employment as an employee of the City.

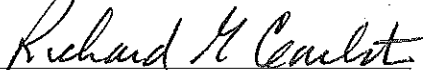
**THIS AGREEMENT** was originally executed on the date and year set forth in the first paragraph above.

DANIEL BUCKSHI

By: 

Daniel Buckshi, City Manager

CITY OF WALNUT CREEK



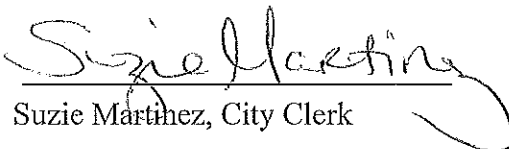
Rich Carlston, Mayor

REVIEWED BY:



Steve Mattas, City Attorney

ATTEST:



Suzie Martinez, City Clerk