

**CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF
HAWTHORNE AND VONTRAY NORRIS**

This Employment Agreement (Agreement) is entered into by and between the City of Hawthorne (City) and Vontray Norris (Norris), with reference to the following facts and circumstances:

RECITALS

WHEREAS, Norris has been employed with the City of Hawthorne for five (5) years as a Manager of Parks and Receptions, Director of Parks and Receptions, Director of Community Services, Interim City Manager; and

WHEREAS, the City Council voted to approve Norris as the City Manager on October 12, 2021 at the regularly scheduled City Council meeting; and

WHEREAS, the City Council finds that Norris possess the specialized skills necessary and required for a City Manager and wishes to approve Norris' employment contract as the City Manager; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and Norris agree as follows:

AGREEMENT TO EMPLOY

1. The City agrees to employ the services of Norris as the City Manager upon the effective date of this Agreement.
2. Norris agrees to accept employment as the City Manager pursuant to the terms of this employment Agreement.
3. Norris agree to remain in the exclusive employ of the City during the term of this agreement and neither to accept other employment nor to become employed by any other employer unless his employment with the City is terminated. This Paragraph 3 shall not be construed to prohibit occasional teaching, writing, consulting or military reserve service performed on Norris' time off.

EFFECTIVE DATE AND TERM

4. The effective date of this agreement shall be October 27, 2021. Unless earlier terminated, this Agreement shall expire on October 27, 2024.
5. Norris agrees to perform the duties of City Manager as set forth in Sections 2.04.040 and 2.04.050 of the Hawthorne Municipal Code.
6. The term of the agreement shall be three years.

COMPENSATION

7. City shall compensate Norris at the base salary of \$240,000 annually, to be paid on a bi-weekly basis during the term of this Agreement. Notwithstanding Paragraph 4, the base salary of \$240,000 shall be retroactive to the date of Norris' appointment as the City Manager, October 13, 2021.

8. Norris is an exempt employee and is not entitled to overtime. Norris' salary shall be subject to withholding and other applicable taxes and shall be payable to Norris on a pro rata basis at the same time as other employees of the City are paid. Norris shall not be a member of the Hawthorne Executive Group (HEG), and the provisions of the HEG MOU shall not apply to Norris unless specifically so provided in this Agreement.

FRINGE BENEFITS

9. Norris shall receive the following fringe benefits.

A. Auto Allowance. Norris shall receive \$650 per month for Vehicle Allowance or have the utilization of a City owned vehicle.

B. Norris shall accrue vacation leave at the rate of 8.7 hours per pay period through the term of this Agreement as the City Manager. Vacation leave shall accrue on an unlimited basis.

C. Upon the effective date of this Agreement, Norris shall accrue sick leave at the rate of 5.06 hours for each bi-weekly pay period in which Norris actually worked, or was on paid leave. Norris will be entitled to receive the value of accumulated sick leave upon separation from employment, whether that be from voluntary resignation, retirement or termination.

D. Norris shall be entitled to one hundred (100) hours of administrative leave per calendar year. Administrative leave shall accrue at the rate of 3.85 hours per bi-weekly pay period and shall accrue on an unlimited basis. Norris will be entitled to receive the value of accumulated administrative leave upon separation from employment, whether that be from voluntary resignation, retirement or termination.

E. If Norris is involved in an industrial accident resulting in loss or inability of work for 10 days, he shall receive full pay for the first seven (7) days of resulting absence from work without loss of accumulated sick leave.

F. Bereavement Leave. In the event of death of a member of Norris' immediate family, defined as spouse, child, step-child, mother, mother-in-law, stepmother, father, father-in-law, stepfather, grandparent, sister, brother, or registered domestic partner with the State of California, Norris shall be entitled to three (3) consecutive working days without loss of pay, and not charged to sick leave, in order to arrange for and attend the funeral, take care of post-death tasks, and grieve. If the circumstances require the employee to travel in excess of 500 miles, one way, to attend said funeral, two (2) additional days without loss of pay or charge to sick leave shall be granted.

G. Deferred Compensation. The City will contribute \$750 per month to Norris toward his 457(b) Deferred Compensation Plan. In addition, the City will match Norris' contribution to the City's 457 Deferred Compensation Plan up to \$400/month.

H. Norris shall be entitled to forty-eight (48) hours of personal holidays per year. If any City recognized holiday falls on an otherwise scheduled closed Friday, Norris shall be entitled to an additional 8 hours of floating holiday time for each such day.

I. Norris may cash out up to 140 hours of sick leave annually.

J. Norris may cash out up to 140 hours of vacation time annually.

K. Norris is entitled to the following City recognized holidays: 1) New Year's Day, 2) Martin Luther King's Day, 3) Presidents' Day, 4) Cesar Chavez' Day, 5) Memorial Day, 6) Independence Day, 7) Labor Day, 8) Veterans day, 9) Thanksgiving Day, 10) Day after Thanksgiving, 11) Christmas Eve, 12) Christmas Day and 13) Juneteenth Day. If any City recognized holiday falls on an otherwise scheduled closed Friday, Norris shall be entitled to an additional 8 hours of floating holiday time for each such day.

L. Norris shall be paid his regular salary if he is summoned to serve as trial juror, for as long as the his service as a juror is required by the order of the court.

M. Norris shall be entitled to medical, dental and vision insurance with the full premiums, employee plus one dependent, paid by the City. If Norris enrolls in insurance plans that include coverage for additional dependents or family members, he will be responsible for paying the remainder of the premium amount after the "Employee plus one dependent" portions has be subtracted. Norris may elect not to enroll in a medical plan offered by the City and receive eight hundred dollars (\$800) per month in lieu of the City's "Employee plus one dependent" medical plan coverage.

N. Norris shall be entitled to life insurance and accidental death and dismemberment, the City's Employee Assistance Program and long term disability program in the same or similar manner as HEG MOU, paid by the City.

O. Norris may enroll in the Flexible Spending Account Plan pursuant to the provisions of Sections 125 and 129 of the Internal Revenue Code which allow employees to allocate a designated portion of their salaries to a Flexible Spending account used to pay (1) health and dental insurance premiums, (2) medical expenses not paid by a health insurance carrier and/or (3) child care expenses. Any amounts so allocated but not expended for those purposes shall be forfeited by the employee. Participation in this benefits is voluntary.

P. CalPERS Pick-Up. The City shall pay to CalPERS an amount equal to 8% of the member's normal contribution as EPMC and shall report the same percent (value) of compensation earnable to CalPERS as additional compensation. Pursuant to the provisions of section 414(h)(2) of the Internal Revenue Code, the 8% contribution will be paid on a pre-tax basis.

Q. Norris shall work on a 9/80 schedule that coincides with all other City

employees working in City Hall. As an exempt employee, Norris may sometimes have to work outside or in excess of the regular 9/80 schedule, and shall not be eligible for any overtime payment for such work.

R. The City shall budget for and pay Norris' travel and subsistence expenses for the annual League of California Cities Conference for City Manager.

S. The City shall budget for and pay for Norris' annual Membership Dues with League of California Cities.

T. Technology. Norris shall be supplied with both a City-owned smart phone (iPhone or equivalent) and laptop.

U. Continuing Education Reimbursement. Norris shall be reimbursed for tuition cost for continuing education that is related to his duties as a City Manager in an amount not to exceed \$17,500 per year.

PERFORMANCE REVIEW

10. The City shall annually review Norris for Performance Evaluation. If after each annual Performance Evaluation, Norris is not terminated, he shall be entitled to an increase in pay by five percent (5%) of his then base salary.

BENEFITS UPON RETIREMENT

11. As a "miscellaneous employee," the City shall provide to Norris the 3% @ 60 retirement formula. As a Classic Member, his retirement formula will be based upon his one year of highest compensation per Government Code.

12. Norris shall be granted the option of selecting medical insurance coverage from a list of carriers that exist as choices for other current retirees of HEG, except as limited by law. Such insurance coverage shall be provided at no cost to Norris. If Norris is receiving health care insurance at the time of his retirement, he shall be entitled to maintain enrollment in the City's health plan, as per the established guidelines and rules of CalPERS. The City shall pay an amount equal to employee plus one dependent coverage for the health plan in which Norris is enrolled, less any administrative fees required by the plan. If Norris is not enrolled in a health plan at the time of retirement, he shall not be eligible for this benefit.

13. Upon retirement and/or separation from the City, upon Norris' request, will deposit up to 3 months of accrued vacation or administrative leave time to Norris's Deferred Comp Plan.

TERMINATION OF AGREEMENT

14. The City Council may terminate this Agreement pursuant to the provisions of Chapter 2.04 of the Hawthorne Municipal Code. Norris shall be employed "at-will" and shall have no property rights to City employment. Norris shall be afforded a public hearing pursuant to the requirements of Hawthorne Municipal Code § 2.04.080.

If the City Council terminates this agreement pursuant to Chapter 2.04 before the expiration date as specified in Paragraph 4, Norris shall have the following options:

(a) Norris may continue his employment with the City as a member of the Hawthorne Executive Group (HEG) in a Director of Community Services position with a salary range of 35 at step J of the HEG MOU. Norris may also elect to receive his entire unused vacation, sick, floating holiday, and administrative leave time at the base salary rate at time of the termination. or

(b) **Severance.** Norris may elect to receive a severance package from the City which shall be equivalent to the lesser of (a) six (6) months salary, or (b) the number of months left on the unexpired contract multiplied by Norris' then-current monthly rate. This provision shall be interpreted to comply with the requirements of Government Code section 53260. Norris shall have the option of receiving the severance payment in equal monthly payments or in a lump sum amount. Norris shall receive his entire unused vacation, sick, floating holiday, and administrative leave time at the base salary rate at time of the termination. This subparagraph (b) shall not apply if the Agreement expires naturally.

15. It is anticipated that, before voluntarily resigning his position, Norris shall give the City at least 30 days prior notice in writing of his intention to resign and shall in such notice state the reasons therefor. If Norris terminates this Agreement and thereby terminating his employment with the City, Norris shall not be entitled to any severance.

16. If City terminates this Agreement for cause, Norris shall not be entitled to any severance. As used in this Agreement, cause shall mean any of the following:

A. Conviction of felony.

B. Conviction of a misdemeanor arising out of Norris' duties under this Agreement and involving a willful or intentional violation of law.

C. Continued willful abandonment of duties following a ten day written notice to cure from the City Council when employed as City Manager.

D. A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council as a body.

ASSEMBLY BILL 1344 COMPLIANCE

17. To the extent City provides (i) paid leave to Norris pending an investigation; (ii) funds for the legal criminal defense of Norris; and/or (iii) a cash settlement related to the termination of Norris pursuant to this Agreement and Government Code section 53243 set seq., Norris shall fully reimburse the City for any and all amounts paid by the City which fall within subsection (i) through (iii) of this section in the event that Norris is convicted of a crime involving the abuse of his office or position.

OTHER TERMS & CONDITIONS

18. This is the entire Agreement between City and Norris and supersedes any previous agreements, writings, notes or oral understandings.

19. This Agreement may be amended provided such amendments are approved in a duly convened Brown Act meeting by the City Council.

20. If any provision of this Agreement shall be held invalid by a final decision of a court of law, the remainder shall nevertheless be deemed valid and effective, and it is the intention of the parties hereto that each provision hereof is being stipulated to separately in the event one or more of such provisions should be held invalid.

CITY OF HAWTHORNE

DATE:

By:


ALEX VARGAS,
MAYOR

DATE:

11/12/21

By:



VONTRAY NORRIS

APPROVED AS TO FORM:

DATE:

11/17/21

By:


ROBERT M. KIM
City Attorney, City of Hawthorne



AGENDA ITEM NO.

CITY OF HAWTHORNE CITY COUNCIL AGENDA BILL

For the meeting of November 9, 2021

Originating Department: City Attorney

City Attorney:


Robert M. Kim

SUBJECT:

Amend Section "M" of the Employment Agreement Between City Manager Vontray Norris and City of Hawthorne.

RECOMMENDED MOTION:

Approve the Amendment to the City Manager Employment Agreement Between City of Hawthorne and Vontray Norris.

DISCUSSION:

At the regularly scheduled City Council meeting of October 26, 2021, the City Manager Employment Agreement was approved. Section "M" of the agreement, providing for health insurance states as follows:

"Norris shall be entitled to medical, dental and vision insurance with the full premiums, employee plus one dependent, paid by the City. If Norris enrolls in insurance plans that include coverage for additional dependents or family members, he will be responsible for paying the remainder of the premium amount after the 'Employee plus one dependent' portions has been subtracted."

Mr. Norris, in his previous employment position as a Community Services Director, had opted to decline City's health insurance and receive payment in lieu thereof. The current HEG (Hawthorne Executive Group) Memorandum of Understanding offers \$800 to those employees opting out of the City's medical plan. Mr. Norris requests that his City Manager Employment Agreement provide for the same option. The section "M" of the Agreement would be amended to add the following:

"Norris may elect not to enroll in a medical plan offered by the City and receive eight hundred dollars (\$800) per month in lieu of the City's

‘Employee plus one dependent’ medial plan coverage.”

FISCAL IMPACT:

If opted to decline City’s medical insurance coverage, the \$800 per month payment in lieu would be off-set by the City’s savings of Employee plus one Dependent medical insurance premium payments.

NOTICING PROCEDURES:

72 hours posted notice pursuant to the Ralph M. Brown Act.

ATTACHMENT(S):

None