



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

November 22, 2022

SUBJECT: Council Consideration and Adoption of Resolution No. 36-22 approving an Employment Agreement with William Steven Wong for position of Finance Director

PREPARED BY: Jim Goodwin

Recommendation

Staff recommends adopting Resolution No. 36-22 approving the Employment Agreement as presented and directing the Mayor to sign.

Background/Discussion

William Steven Wong has been selected as the new Finance Director for the City of Wheatland. The attached employment agreement defines the terms of that engagement.

The agreement is for three years effective January 9, 2023, and terminates January 8, 2026, if not extended by action of the City Council.

Alternatives

The City Council may choose not to approve the proposed Employment Agreement.

Fiscal Impact

No impact as the position is funded in the current budget.

Attachments

1. Resolution No. 36-22
2. William Steven Wong Employment Agreement

RESOLUTION NO. 36-22

**APPROVING AN EMPLOMENT AGREEMENT WITH WILLIAM STEVEN WONG FOR
SERVICES AS WHEATLAND FINANCE DIRECTOR**

WHEREAS A vacancy exists for the position of City of Wheatland Finance Director; and

WHEREAS William Steven Wong is qualified for the position; and

WHEREAS the City Council wishes to enter into an Employment Agreement with Mr. Wong for services as Finance Director;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wheatland hereby approves the attached Employment Agreement and directs the Mayor to execute the agreement.

PASSED AND ADOPTED by the City Council of City of Wheatland, State of California this 22nd day of November 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rick West, Mayor

**AGREEMENT BETWEEN CITY OF WHEATLAND
AND WILLAM STEVEN WONG FOR FINANCE DIRECTOR SERVICES**

This Agreement is made and entered into this 22nd day of November 2022, by and between the City of Wheatland, a municipal corporation ("City"), and William Steven Wong, an individual ("Employee"), who agree as follows:

- 1. Employment.** City hereby appoints and employs Employee as Finance Director of the City, and Employee hereby accepts such employment, on and subject to the terms and conditions of this Agreement.
- 2. Term.** This Agreement shall take effect January 9, 2023, and remain in effect to January 8, 2026, unless sooner terminated as provided by the termination provision below.
- 3. Duties.** Employee shall perform those duties and have those responsibilities that are commonly assigned to a finance director of a city in California, and as may be further set forth in the Wheatland Municipal Code. Employee also shall perform such other duties and responsibilities as assigned by the City Manager from time-to-time. Employee shall at all times act in the best interests of City and perform his duties in a competent and professional manner.
- 4. Hours of Work.** Employee acknowledges that the position is part-time. It is anticipated that Employee shall work an average of 20 hours per week. However, that time may vary depending on City's needs. Employee shall maintain a schedule of hours worked and provide a monthly report of hours worked to the City Manager. Employee shall not work more than 80 hours in any pay period. Employee shall not engage in any conduct, other employment, or business, commercial or professional pursuits, whether for compensation or otherwise, that would interfere with his responsibilities and duties to City or that would reflect unfavorably upon the interests of City. Any outside employment, consulting or business conducted by Employee during the term of this Agreement requires the prior approval of the City Manager.
- 5. Compensation and Benefits.**
 - (a) For all services rendered by Employee under this Agreement, City shall pay to Employee the amount of \$85 per hour. Employee shall be paid at the same time and in the same manner as other City employees are paid.
 - (b) Employee shall not be compensated for overtime hours worked or otherwise earn or be entitled to compensatory time off for hours worked in excess of eight hours per day or 40 hours per week, and shall not otherwise be entitled to any other incentive pay.
 - (c) Employee shall accrue paid vacation and sick leave in each calendar year at the same rate as full-time miscellaneous employees, prorated based on his part-time status. Sick leave accrual will not be less than what is mandated by state law.
 - (d) Employee shall not accrue medical, dental, or vision benefits, nor shall Employee be entitled to payments in lieu of medical benefits.
 - (e) Employee shall not be entitled to receive any cost of living or similar increase granted by City to miscellaneous employees during the term of this Agreement.

- (f) Employee shall not be entitled to participate in the City of Wheatland ICMA-RC 401(a) retirement program established by the City under the same terms as City's miscellaneous employees are allowed to participate.
 - (g) City shall provide Employee a group life insurance policy with a payout not to exceed \$75,000 on the same terms as are provided to the City's miscellaneous employees.
 - (h) Employee shall receive a phone allowance of \$75 per month for cell phone service.
 - (i) City shall budget for and pay membership for Employee in professional organizations including Government Finance Officers of America (GFOA), California Society of Municipal Finance Officers (CSMFO) and Cal Cities Fiscal Officers' Department.
 - (j) City shall budget for travel and conference expenses, not to exceed \$1,500 per fiscal year, in order for Employee to attend official meetings, conferences and occasions reasonably adequate for Employee to continue professional development and to pursue reasonably necessary official and other functions for City. Use of such allowance shall be at the discretion of Employee. Notwithstanding the above, the number of conferences and meetings that City shall pay for Employee to attend each year shall be at the discretion of the City Manager.
 - (k) City-related direct business expenses shall be reimbursed to Employee by City. Itemized documentation shall be required for any such reimbursement.
 - (l) Except as provided for in this Agreement, Employee's employment shall be governed by the City Personnel Rules, and Regulations Manual (City Resolution No. 21-22, adopted June 28, 2022), as such rules and regulations may be amended by City from time-to-time. If any term or condition of this Agreement is in conflict with a term or condition in the Personnel Rules and Regulations Manual, the provision in this Agreement shall govern. If any term or condition of this Agreement is inconsistent or in conflict with a federal or state law, the law shall govern.
- 6. Ownership of Documents.** Every document, report, study, spreadsheet, worksheet, plan, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other writing or thing prepared by Employee during the term of his employment (the "Work") shall be the property of City. City shall have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work and prepare derivative and additional documents or works based on the Work without further compensation to or permission from Employee.
- 7. Termination.** This Agreement may be terminated prior to its expiration date in any one of the following ways:
- (a) By mutual agreement of the parties, expressed in writing.
 - (b) By Employee, upon giving City not less than 15 days prior written notice of the election to resign from employment and terminate this Agreement.
 - (c) By Employee's death.
 - (d) By City, for cause, upon giving Employee written notice of immediate termination. The written notice of termination shall specify: (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement for cause, and (2) the opportunity of

Employee to meet with the City Council on the reasons for his termination. If Employee requests a meeting, the meeting will be held at the City Council's earliest convenience in a closed session, unless Employee requests an open session. After the meeting, the City Council may affirm, modify, or reverse the decision to terminate for cause. For purposes of this Agreement, the following will justify termination for cause: willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that makes it impossible or impracticable to perform the duties under this Agreement or that seriously impedes City operations; conduct that tends to bring discredit to City; conduct unbecoming an employee in public service; mishandling of City funds; any intentional misrepresentation or fraud in connection with the performance of his duties; theft of City property; violation of law; violation of the City's Personnel Rules and Regulations Manual; or a material breach of this Agreement.

- (e) By City, upon action of the City Manager, without cause, upon giving Employee 15 days prior written notice of termination.

Upon termination of the Agreement, the City and Employee are released from any and all duties and obligations to the other, except as provided for in this Agreement.

8. **Entire Agreement.** The parties intend this writing to be the sole, final, complete, exclusive, and integrated expression and statement of the terms of their contract concerning the subject matter addressed in the Agreement. This Agreement supersedes all prior oral or written negotiations, representations, contracts, or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.
9. **Notices.** All notices required to be given by any party shall be made in writing and shall be effectuated (i) by personal delivery, (ii) via reputable overnight courier service, (iii) by email with a reply confirming delivery, or (iv) first-class U.S. mail, postage prepaid. Notices sent by overnight courier or mail to Employee must be addressed his most recent residence address as shown on the City's payroll records, and notices to the City sent by overnight courier or mail must be addressed to the City Manager and mailed to City Hall. Notices delivered personally or by email shall be deemed communicated as of the date of actual receipt; notices sent via overnight courier shall be deemed communicated as of the date delivered by the courier; and mailed notices shall be deemed communicated as of the date of receipt or the third day after mailing, whichever occurs first.
10. **Successors and Assigns.** This Agreement is personal to Employee. Employee may not transfer or assign the Agreement or any part of it. Subject to this restriction on transfer and assignment, this Agreement shall bind, and inure to the benefit of, the successors, assigns, heirs, and legal representatives of the parties.
11. **Amendments.** This Agreement may be amended only by a subsequent writing approved and signed by both parties. Any amendment by City must be approved by the City Council at a noticed public meeting. Individual City Council members do not have the authority, express or implied, to amend, modify, waive, extend or in any way alter this Agreement or the terms and conditions of Wong's employment.
12. **Waiver.** The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

- 13. Construction and Interpretation.** The parties agree and acknowledge that this Agreement has been arrived at through negotiation and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.
- 14. 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.
- 15. Governing Law and Venue.** Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. Any state court litigation concerning the enforcement or construction of this Agreement shall be brought and tried in the County of Yuba, and any federal court litigation shall be brought and tried in the Eastern District of California.

CITY OF WHEATLAND

EMPLOYEE

Rick West, Mayor

William Steven Wong, Employee

Attest:

Lisa J. Thomason, City Clerk