

TO: TOWN COUNCIL  
FROM: TOWN MANAGER   
RE: CONSENT ITEM  
TOWN MANAGER APPOINTMENT AND AGREEMENT

**ISSUE**

After a process that started in May 2011, the Council is at a point to appoint Mr. Rick Angelocci as the next Loomis Town Manager.

**RECOMMENDATION**

Appoint Mr. Rick Angelocci to the position of Town Manager pursuant to the attached agreement and authorize Mayor to sign.

**CEQA**

There are no CEQA issues with this matter.

**MONEY**

Costs are described in the agreement and follow closely the contract with the retiring Town Manager.

**DISCUSSION**

In May 2011 Council started a process with the firm of Bob Murray & Associates, represented by Mr. Wes Herman, to recruit and hire a new Town Manager. There were 127 applications that were winnowed over time to 7 interview candidates of which 4 became finalists. Mr. Rick Angelocci was selected from among the four. Council is now in a position to appoint him to the position.

Mr. Angelocci has over 30 years of public service work experience. Most recently Mr. Angelocci worked as the Assistant City Manager/Community Development Director for the City of South Lake Tahoe. During this time, Mr. Angelocci was directly responsible for the preparation, review and adoption of the City's General Plan Update and associated environmental documents. In addition, he was responsible for all supervision and functions of the Community Development Department (Planning and Building Departments), and served as Transit Manager, Solid Waste Manager and Airport Administrator. Mr. Angelocci was instrumental in obtaining over 15 million dollars in grants to the City, successful in negotiating a new 20-year franchise with the Solid Waste provider, and served as liaison to all local, state and federal agencies in the region including, but not limited to, the Regional Bi-State Agency, US Forest Service, Regional Water Quality Control Board, and both California and Nevada State and local agencies.

During Mr. Angelocci's previous 2 decades of experience working for the Tahoe Regional Planning Agency, he held the position of Chief of Project Review for 10 years and finally as Chief of Operations for the Agency. Among his many accomplishments, Mr. Angelocci successfully negotiated and implemented over 40 MOU's with Federal, State and local jurisdictions in the Region, all of which are still in effect today. Mr. Angelocci is an expert in CEQA, NEPA and TRPA environmental review, having processed, reviewed, written and had certified hundreds of documents. He has made well over a thousand public presentations before Boards, Councils, Commissions, Legislative Bodies (California and Nevada) and the general public.

Among the strong experience in Mr. Angelocci's skills is planning, so he indicated that he would be able to do the work of Town Manager and Planning Director in Loomis, at no extra cost, for a time during this slow economic period when not many private projects are being moved forward. Later he can advise the Council when a change should be made to bring the planning department staff up to the level needed.

**TOWN OF LOOMIS**  
**EMPLOYMENT AGREEMENT**  
**TOWN MANAGER**

This Agreement is made and entered into this 11<sup>th</sup> day of October 2011, by and between the Town of Loomis, California, a municipal corporation ("Town") and Rick Angelocci ("Employee").

**SECTION 1. DUTIES**

Town hereby employs Employee as Town Manager to perform the functions and duties specified in the laws of the State of California, Ordinances and Resolutions of the Town of Loomis, and to perform such other duties and functions as the Council shall from time to time assign.

A. Full Energy and Skill. Employee shall devote his full energy, skill, ability, and productive time to the performance of the duties of the Town Manager.

B. Conflict. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of his duties as Town Manager. He acknowledges that he is subject to the various conflict of interest requirements found in the California Government Code and state and local policies and regulations.

(1) The expenditure of reasonable amounts of time not in conflict with the Town's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement.

(3) All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the Town, without restriction or limitation on their use.

C. Permission Required For Outside Activities. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, without the express, written consent of the Town Council.

D. Professional Activities. During his appointment as Town Manager, Employee may attend and/or participate in professional activities, provided that his ability to perform his duties as Town Manager herein is not compromised. He shall be paid his regular salary and benefits while traveling to, attending, or participating in professional activities, and shall be entitled to expense advances in accordance with Town policy

applicable to other employees. Employee shall be entitled to reimbursement for the actual costs of the following expense categories that he incurs as a result of the Professional Activities authorized in this section: airfare, rental car, conference fees and lodging, consistent with Town policy and subject to annual budget appropriations. Employee shall inform the Town Council in writing in advance of absences of more than one day related to such Professional Activities.

## **SECTION 2. TERM OF AGREEMENT**

Employee's employment with the Town shall not be for any fixed term. By entering into this Agreement, Employee acknowledges that his employment with the Town is at-will, meaning that either party to this Agreement may terminate the employment relationship at any time, without cause, and with or without notice. Employee acknowledges that by accepting employment with the Town as its Town Manager, Employee shall have no expectation of continued employment with the Town, Employee shall have no property interest in his employment, and Employee shall have no right to pre- or post-termination due process or appeal in the case of any adverse action involving his employment including, but not limited to, the termination of that employment.

## **SECTION 3. SALARY**

Town agrees to pay the Town Manager for services rendered at the annual salary of one hundred and ten thousand dollars and no cents (\$110,000.00) per year, payable in installments at the same time as other employees of the Town are paid. The Town Council, at its sole discretion, may grant increases and/or bonuses to Employee. Toward this end, the Town Council at a time and at intervals fixed in its sole discretion shall conduct evaluations of Employee's performance for purposes of determining whether to grant salary increases to Employee. However, the mere fact that the Town Council conducts a performance evaluation of Employee shall not entitle him to any change in salary or benefits.

## **SECTION 4. BENEFITS**

Employee shall receive the following benefits:

A. Town shall pay one hundred percent (100%) of the employer and employee share of the CalPERS 2% at 55 retirement plan.

B. Town shall pay the State annuitant rate on the various PERS health plan choices, for the plan chosen (single, double or family) as that rate is determined and changed from year to year by CalPERS.

C. Town makes available through CalPERS a 457 retirement plan to which employee can contribute the amount allowed by law. The Town does not make any contribution.

D. Town shall provide one hundred percent (100%) of the cost for health, dental, and vision insurance for the Employee and for the Employee's dependents in the

same manner as Town provides for such benefits in the Town's flexible benefits and/or cafeteria plan for other senior management employees.

E. Town shall provide a one time relocation assistance reimbursement of one thousand five hundred dollars and no cents (\$1,500.00) payable on showing of receipts of costs incurred.

F. Town shall provide a monthly car allowance in the amount of three hundred dollars and no cents (\$300.00).

G. Town shall pay the yearly dues of Employee's membership in the International City Management Association to a maximum of .008% of base wage.

H. Town shall provide a cell phone to Employee for business use or in the alternative, employee can bill the Town for business use of the employee's personal cell phone.

## **SECTION 5. LEAVE**

A. Vacation. Vacation time shall be prorated and accrue monthly at the rate of ten (10) days for the first through the 4<sup>th</sup> year of employment; fifteen (15) days for the 5<sup>th</sup> through the 9<sup>th</sup> year of employment; eighteen (18) days for the 10<sup>th</sup> through the 14<sup>th</sup> year of employment; twenty (20) days for 15<sup>th</sup> through the 19<sup>th</sup> year of employment; and add one day per year beginning with the 20<sup>th</sup> year of employment. Vacation may be accrued to a maximum of 800 hours. Accrued hours shall be paid off at the then current rate at separation of service

B. Administrative Leave. Employee shall receive eighty (80) hours of Administrative Leave per calendar year credited in January. Employee shall not have the right to accrue Administrative Leave from year to year. Administrative leave shall be prorated for the remainder of the 2011 calendar year based on date of hire.

C. Holidays. Employee shall receive paid holidays as other Town employees, currently 12 per year.

D. Sick leave. Employee shall receive eight (8) hours per month with unlimited accrual. At retirement employee can take half of the hours accrued in pay and apply half toward time in the CalPERS retirement system.

## **SECTION 6. SEVERANCE**

A. Severance Payment. If Employee is terminated by the Town without Cause, as defined below, and while Employee is still willing and able to perform the duties of the Town Manager, the Town agrees to pay Employee a single lump sum payment made on the effective day of the termination, in an amount equivalent to three (3) months aggregate salary and an amount equivalent to three (3) months aggregate medical insurance benefit allowance. As a condition to receipt of this severance payment, Employee agrees that he will execute a Release Agreement in a form presented to him by Town at the time of his termination without Cause.

B. Termination for Cause. Notwithstanding paragraph 6.A above, the Town shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under the provisions of paragraph 6.A, if Employee is terminated for Cause. Cause, as used here, shall consist of a termination for any of the following reasons: (i) conviction of a felony or other crime involving moral turpitude (ii) fraud, material dishonesty, or gross negligence in the Employee's performance of his duties as Town Manager; (iii) death or disability; (iv) civil liability for a violation of statute or law constituting misconduct in office. Further, Town shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under the provisions of paragraph 6.A, in the event Employee voluntarily resigns his employment or retires.

C. Effect on At-Will Nature of Employment. Nothing contained in this Section 6 shall be construed as altering the at-will nature of Employee's employment with the Town or be deemed to in any way modify, alter, amend or contradict the provisions of Section 2 above.

## **SECTION 7. PERFORMANCE EVALUATION**

The Town Council and the Employee shall meet and establish performance standards for the position of Town Manager to be used in the review and evaluation of the performance of Employee as the Town Manager. The Town Council may, in its sole discretion, use any professional assistance in establishing standards, including but not limited to an agreed upon facilitator. Employee shall be evaluated at times, and at intervals, determined by the Town Council in its sole discretion. Nothing in this provision shall be construed to require Town to grant the Employee pay increases based upon the performance standards, if any, mentioned above nor to limit in any manner the discretion of Town to grant or not grant pay increases. Nor shall anything in this Agreement be construed to require Town to evaluate the Employee solely upon the performance standards, if any, mentioned above, nor to limit the discretion of Town to evaluate the Town Manager as it deems necessary in the sole discretion of the Town.

## **SECTION 8. PROFESSIONAL DEVELOPMENT**

Town shall budget and pay for the professional dues, subscriptions, seminars, conferences and memberships of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of Town, as determined after consultation between Employee and Town.

## **SECTION 9. BONDING, DEFENSE AND INDEMNIFICATION**

Town shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

To the extent permitted by law, the Town shall defend, indemnify, and hold harmless Employee from any suit, demand, claim, or cause of action (collectively "proceeding") brought against his by any third party or parties for acts or omissions

arising from the performance of his official duties, including, but not limited to, claims of negligence or professional malpractice.

The Town retains the authority to settle or compromise any proceeding brought against Employee when, in the sole discretion of the Town, such settlement or compromise is in the best interests of the Town.

**SECTION 10. MISCELLANEOUS**

A. Town, in consultation with Employee, shall fix any other terms and conditions of employment as Town may determine from time to time relating to Employee's performance as Town Manager, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the Municipal Code, or any other law. No such terms and conditions shall be binding upon the parties to this Agreement unless and until they are reduced to writing and signed by both parties. Neither party may rely upon such terms and conditions with such an executed writing.

B. Unless otherwise specifically provided herein, all provisions of the Municipal Code and regulations and rules of Town relating to leave and benefits, including without limitation, vacation and sick leave, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other Town senior management employees of Town.

**SECTION 11. NOTICES**

Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**TOWN**

Mayor  
Town of Loomis  
P.O. Box 1330  
Loomis, CA 95650

**EMPLOYEE**

Rick Angelocci  
Town Manager  
P. O. Box 17749  
South Lake Tahoe, CA 96151

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to the civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## **SECTION 12. GENERAL PROVISIONS**

A. The text herein shall constitute the entire agreement between the parties, and supersedes any and all other writings, documents, correspondence, agreements or understandings, either oral or in writing, between the parties hereto with respect to the employment of Employee by Town. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

B. This Agreement shall be binding upon and inure to the benefit of Employee's heirs at law and executors.

C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

D. Any modification of this Agreement will be effective only if it is in writing and signed by both Employee and Town.

E. This Agreement shall be governed by the laws of the State of California. The venue for any and all litigation arising from this Agreement shall be in the Superior, Municipal or Federal Courts located in Placer County, California.

F. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

G. Employee and Town agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel, and that both parties agree that they either have had the provisions of this Agreement reviewed by legal counsel or have voluntarily chosen not to do so. The parties agree any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Agreement.

## **SIGNATURES ON FOLLOWING PAGE**

**IT IS SO AGREED:**

**"EMPLOYEE"**

  
\_\_\_\_\_  
Rick Angelocci

**"TOWN"**

By: \_\_\_\_\_  
Rhonda Morillas,  
Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Jeffrey Mitchell,  
Town Attorney

**ATTEST:**

By: \_\_\_\_\_  
Crickett Strock,  
Town Clerk, CMC