

CITY OF RIDGECREST CITY CLERK AT-WILL
EMPLOYMENT AGREEMENT FOR PROFESSIONAL SERVICES

As of the 5th day of October, 2009 the City of Ridgecrest, California, (hereinafter "CITY") and [REDACTED] (hereinafter "EMPLOYEE") agree as follows:

SECTION 1. PURPOSE.

- A. CITY desires to secure the services of EMPLOYEE to perform the duties of the **City Clerk** as set forth in CITY and State codes.
- B. EMPLOYEE desires to fulfill the duties of the position of **City Clerk**.
- C. The parties desire to establish certain conditions of employment and to set working conditions of EMPLOYEE within the framework of an at-will employment relationship.

SECTION 2. DUTIES.

- A. EMPLOYEE shall perform the duties of the **City Clerk** as set forth in the *Municipal Code* of the CITY and the adopted *City of Ridgecrest Classification Plan*, and shall perform such other legally permissible and proper duties and functions as the City Manager shall from time-to-time assign.
- B. The **City Clerk** shall take her orders and instructions from the City Manager.

SECTION 3. TERM.

- A. This Agreement commences on the 5th day of October, 2009. Salary, benefits and all other items covered within this agreement shall continue for a period of five (5) years. Said original five year term shall be automatically extended for successive one (1) year terms, unless notice is given by City Manager on or before August 1 of any given year that the contract will not be extended. If such notice of non-renewal is given by City Manager, EMPLOYEE shall complete the remaining balance of that current one (1) year term of service, and she shall then be entitled to the severance pay described in Section 4 hereof.
- B. The **City Clerk** serves at the pleasure of the City Manager. There exists no contract for or right to employment; either expressed or implied, with the sole exception of the provisions contained herein. The City Manager may terminate the employment of the EMPLOYEE with or without cause. Upon such termination, with or without cause, EMPLOYEE'S sole remedy under the laws of the State of California, the

laws of these United States, City of Ridgecrest Municipal Code, and this Agreement consists of the provisions contained in Section 4 hereof.

- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with CITY, subject only to the provisions set forth in Section 4 of this Agreement.
- D. EMPLOYEE agrees to remain in the exclusive employ of CITY during the employment term, and neither to accept nor to become employed by another employer until said termination date, unless said termination date is effected as hereinafter provided. Notwithstanding, and at the sole discretion of CITY, EMPLOYEE may accept compensation for occasional outside consulting, writing, or speaking engagements; or while teaching or training; or while serving on the Board of Directors of one or more corporations; or while performing such other part time or occasional employment acceptable to the CITY. Such outside activities or work shall not be inconsistent or incompatible with CITY employment.

SECTION 4. TERMINATION AND SEVERANCE PAY.

- A. This Agreement shall terminate upon the occurrence of any of the following events:
 - 1. Upon sixty (60) days notice given to CITY by EMPLOYEE; or
 - 2. Upon the death of EMPLOYEE; or
 - 3. Upon the effective date of retirement from CITY service pursuant to PERS; or
 - 4. Upon decision by City Manager to terminate with or without cause.
- B. If EMPLOYEE is terminated without cause, or in the event EMPLOYEE'S at-will employment is not renewed pursuant to Section 3.A. of this Agreement, CITY shall pay to EMPLOYEE a lump sum cash severance payment equal to the total of EMPLOYEE'S vacation and sick leave accruals, and the then current salary including Cafeteria allowance that she would have been entitled to receive for; three (3) months during the first year of this agreement; four (4) months during the second year of this agreement; and five (5) months during the third year and thereafter under the terms of this Agreement or in the case of a "lay-off" the employee may chose to return to the last position she held successfully and such position must be fully funded.
- C. CITY reserves the right to terminate this Agreement without notice and without liability for any severance pay whatsoever, when such termination is made for cause. "Termination for Cause" shall include:

1. Willful breach of this Agreement pursuant to California Labor Code Section 2924 as interpreted.
2. Habitual neglect of the duties required to be performed as **City Clerk** pursuant to California Labor Code Section 2924 as interpreted.
3. Any acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.
4. Conviction of any act which would constitute a crime, whether misdemeanor or felony, and which would bring disrespect to the Office of **City Clerk** or CITY, whether prior to or after adoption of this Agreement.
5. Willful violations of CITY policies of a serious nature, including for example, CITY'S sexual harassment, violence-in-the-work-place or drugs-in-the-work-place policies.

Before termination for cause, CITY shall deliver to EMPLOYEE a written specification of the charges or other reasons upon which "cause" is alleged. EMPLOYEE shall have five (5) business days to challenge such termination for cause by delivery within such five (5) day period, a written response to such specifications. Within five (5) business day period EMPLOYEE may also demand a hearing upon the specifications. Failure to demand a hearing within the five (5) business day period shall be a waiver of such right and the City Manager shall make his final determination upon the written response, if any made by EMPLOYEE. If a hearing is demanded, such hearing shall be held before the City Council.

The decision of the City Council shall be binding and without right of appeal. The issues to be determined in the hearing shall be whether the specifications(s) alleged constitute "cause" pursuant to this contract and whether the specifications are supported by substantial evidence.

The parties acknowledge that a requested hearing for cause shall be held at the earliest possible date, and to that extent, they shall cooperate in selecting a date for the hearing which shall be no later than sixty (60) days following CITY'S notice of termination for cause.

Should EMPLOYEE challenge CITY'S termination for cause, CITY shall continue regular payment of EMPLOYEE'S salary and benefits (as administrative leave pay) pending the date of the decision of the City Council. However, in no event, shall such administrative leave pay continue beyond sixty (60) days from the date of service upon

EMPLOYEE of CITY'S notice of termination for cause. In the event the City Council concludes in favor of EMPLOYEE, that no cause exists for the withholding of severance pay, then the termination is without cause, the administrative pay previously paid to EMPLOYEE shall be credited against the severance amount payable under Section 3.B., above, and the balance thereof shall be paid to EMPLOYEE by CITY.

- D. If CITY reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than the reduction for management employees, or if the City refuses, following written notice, to comply with any other provision benefiting EMPLOYEE herein, EMPLOYEE may claim to be deemed to be "terminated without cause" at the date of such reduction or such refusal to comply with this agreement.

SECTION 5. COMPENSATION.

- A. CITY shall pay EMPLOYEE an annual, base salary of **seventy eight thousand eight hundred fifty six dollars (78,856)** [Grade 905, step 1] in installments at the same time as other employees of CITY.
- B. The City Manager shall perform reviews of EMPLOYEE'S performance for increases in salary and benefits in such amounts and to such an extent as may be determined in keeping with Personnel Policies and Procedures and an Annual Municipal Budget approved by the City Council. The performance evaluation and compensation review shall take place on the EMPLOYEE'S anniversary date.
- C. Except as hereinafter provided, EMPLOYEE shall receive such other and further benefits as are accorded other management employees of CITY, including, but not limited to, cost of living adjustments, holidays, sick and bereavement leaves, and executive or administrative leave days, however the EMPLOYEE will receive a prorated amount of administrative leave for October – June, 2010 of 150 hours then the full amount effective July 2010.

SECTION 6. EQUIPMENT.

- A. To the extent, as provided and agreed upon by the City Council, in the CITY'S annual budget, CITY shall provide business computing, and communications equipment, as well as service and operating costs; furniture; and fixtures necessary and convenient to carry out the terms of this Agreement.
- B. Such equipment, furniture and fixtures provided by CITY shall continue to be the property of CITY.

SECTION 7. VACATION AND SICK LEAVE.

- A. EMPLOYEE shall accumulate one hundred sixty (160) hours of vacation annually (6.154 hours per pay period) and one hundred and four (104) hours of sick leave annually (4 hours per pay period).
- B. CITY shall pay EMPLOYEE, at her election, an amount equal to EMPLOYEE'S hourly rate of pay times up to 75% of the accrued vacation remaining in the EMPLOYEE'S personal account at the end of each fiscal year which amounts of time will be deducted from his leave balance.
- C. In the event of the termination or expiration of this Agreement, EMPLOYEE shall be entitled to payment for remaining, unused vacation leave and 75% of the remaining unused sick leave.

SECTION 8. DUES, SUBSCRIPTIONS, PROFESSIONAL DEVELOPMENT AND TRAVEL.

- A. To the extent permitted by the annual budget, CITY shall pay the dues and subscriptions of EMPLOYEE necessary for his contribution and full participation in national, regional, state and local associations necessary and desirable for his continued professional participation, growth, and advancement, and to maintain active communication with and through local organizations, and for the good of CITY.
- B. To the extent provided in the CITY'S annual budget and the CITY'S travel policy, CITY shall pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for CITY, upon submission of appropriate receipts.

- C. To the extent provided in the CITY'S annual budget and the CITY'S education policy, CITY shall pay for the travel and subsistence expenses of EMPLOYEE for short courses, institutes, and seminars necessary for his professional development and for the good of CITY.

SECTION 9. DISABILITY, HEALTH & LIFE INSURANCE, RETIREMENT.

- A. CITY agrees to provide a cafeteria allowance based on actual enrollment in PERS major medical. City currently provides:
 - Tier 2, Employee only with major medical, \$575.00 monthly
 - Tier 3, Employee +1 with major medical, \$738.00 monthly
 - Tier 4, Employee +2 with Major Medical, \$936.00 monthly;to cover PERS medical, dental, vision, PERS long term disability, and \$50,000 group life. Cafeteria increases will be provided at the level provided other Management employees. Worker's Compensation insurance will be provided at no cost to EMPLOYEE.
- B. CITY shall continue the existing retirement account for EMPLOYEE with the California Public Employees Retirement System (PERS) and pay into the account to the same extent as other management personnel.
- C. CITY shall execute the Deferred Compensation Employment Agreement and the associated Trust Agreement of the Plan of the International City Management Association Retirement Corporation (ICMARC) so that EMPLOYEE may, at his option and expense, participate in the plan.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

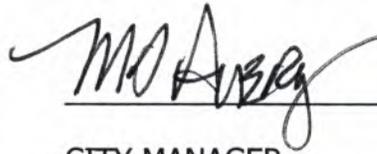
- A. The City Manager shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of EMPLOYEE. Such terms and conditions shall be consistent with Agreement, the City of Ridgecrest Municipal Code, City Policies and Procedures, or other laws.
- B. Municipal Code and regulations and policies and procedures of CITY relating to usage of vacation, administrative, and sick leave; retirement and pension system contributions; holidays; and other fringe benefits and working conditions as they now exist or amended, also shall apply to EMPLOYEE as they would to other management personnel of CITY.

- C. EMPLOYEE'S reasonable business expenses will be reimbursed upon submission of appropriate documentation to CITY.

SECTION 13. GENERAL PROVISIONS.

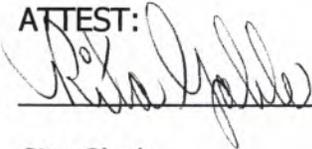
- A. This Agreement shall become effective the 5th day of October, 2009.
- B. CITY shall indemnify and defend EMPLOYEE against claims or litigation arising within the scope of EMPLOYEE'S office as provided by law.
- C. Should any litigation occur regarding the interpretation of this Agreement, the prevailing party shall, in addition to damages, be entitled to recover reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the City of Ridgecrest, State of California, has caused this Agreement to be signed and executed in its behalf by its City Manager, and duly attested by its City Clerk, and the EMPLOYEE has signed and executed this Agreement, both in duplicate, the day and year first above written.

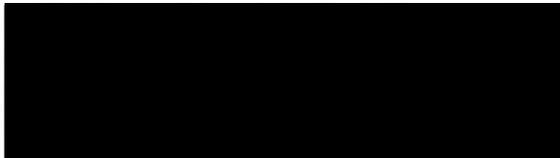


CITY MANAGER

ATTEST:



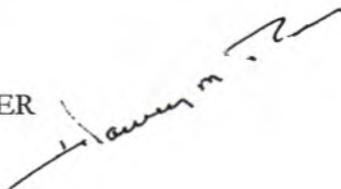
City Clerk



EMPLOYEE

CITY OF RIDGECREST MEMORANDUM

TO: TYRELL STAHELI, FINANCE DIRECTOR
FROM: HARVEY M. ROSE, INTERIM CITY MANAGER
SUBJECT: CITY CLERK STATUS
DATE: 5/6/2010
CC: [REDACTED], CITY CLERK; PERSONNEL FILE



Effective immediately, the job classification of City Clerk shall be construed to be a department head, and the occupant shall receive all benefits attendant thereto. There shall be no change in the assigned pay range as a result of this change in status.

Specifically, I have asked you to budget all department heads in 2010-2011 to be "made whole." In other words, department heads will not be furloughed; and will work and be paid for eighty hours in a pay period