

**CITY OF RIDGECREST DIRECTOR OF FINANCE AND CITY TREASURER
AT-WILL EMPLOYMENT AGREEMENT FOR PROFESSIONAL SERVICES**

As of January 24, 2013, the City of Ridgecrest, California (hereinafter "City"), and [REDACTED] (hereinafter "Employee") agree as follows:

1. Purpose.

(a) CITY desires to secure the services of EMPLOYEE to perform the duties of the Office of Director of Finance and City Treasurer as set forth in CITY and State Codes.

(b) EMPLOYEE desires to fulfill the duties of the position of Director of Finance and City Treasurer.

(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.

2. Duties.

(a) EMPLOYEE shall perform the duties of the Office of Director of Finance and City Treasurer 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 Director of Finance and City Treasurer shall take his orders and instructions from the City Manager.

3. Term.

(a) This Agreement commences on the 18 day of February, 2013. Salary, benefits and all other items covered within this agreement shall continue for a period of five (5) years. Said original five (5) year term shall be automatically extended for successive one (1) year terms, unless notice is given by City Manager on or before sixty (60) days before the end of a contract term 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.

(b) The Director of Finance and City Treasurer 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 City of Ridgecrest Director of Finance and City Treasurer At-Will Employment Agreement For Professional Services 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 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.

(d) EMPLOYEE agrees to refrain from engaging in any conflicts of interest, and to refrain from employment that would constitute a conflict of interest. If EMPLOYEE performs any outside work, EMPLOYEE must first notify CITY of such work and obtain CITY's clearance that it does not foresee a potential conflict, potential interference with CITY work, or other prohibition on such work. EMPLOYEE may perform the following work for compensation provided the work is not prohibited by law, does not create a conflict of interest, and such outside work does not interfere with work for the CITY: Occasional outside consulting, writing, or speaking

engagements, teaching or training, serving on the Board of Directors of one or more corporations, and other part time or occasional employment.

4. Termination.

(a) This Agreement shall terminate upon the occurrence of any one 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 service or disability retirement; or
4. Upon decision by City Manager to terminate with or without cause; or
5. Upon continued inability to perform essential job functions with a reasonable accommodation.

(b) If EMPLOYEE is terminated without cause or in the event EMPLOYEE'S at-will employment is not renewed pursuant to Section 3.A, 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 he would have been entitled to receive for two (2) months under the terms of this Agreement.

(c) Notwithstanding the foregoing subsections, 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 Director of Finance and City Treasurer 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 Director of Finance and City Treasurer 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 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, then administrative pay previously paid to EMPLOYEE shall be credited against the severance amount payable above, and the balance thereof shall be paid to EMPLOYEE by CITY.

5. Compensation.

(a) CITY shall pay EMPLOYEE an annual, base salary of one hundred eleven thousand six hundred five dollars (\$111,605.00) [Grade 950, step 8] 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.

(d) This position is exempt from overtime pay requirements.

6. Relocation Expenses.

There will be no reimbursement of relocation expenses, if any.

7. 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.

8. Vacation and Sick Leave.

(a) EMPLOYEE shall accumulate one hundred and twenty (120) hours of vacation annually (4.62 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 his 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.

9. Dues, Subscriptions, Professional Development.

(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.

10. 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 changes will be provided at the level provided other Management employees to the extent permitted by law. Worker's Compensation insurance will be provided at no cost to EMPLOYEE.

(b) CITY shall pay the employer share toward the retirement account for EMPLOYEE with the California Public Employees Retirement System (PERS), to the same extent as other management personnel to the extent permitted by law.

(c) EMPLOYEE will pay the employee/member share of PERS contributions. In the event the employer share contribution changes for unrepresented employees, such change will also apply to EMPLOYEE.

(d) 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, to the extent permitted by law.

11. 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 as 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.

12. General Provisions.

(a) This Agreement shall become effective the 18 day of February, 2013.

(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.

(d) This Agreement may be amended only in a writing signed by both parties.

(e) This Agreement has been drafted by both parties, and shall not be interpreted in favor of or against either party.

(f) Any notice required under this Agreement shall be personally delivered or mailed via certified mail to the last known address of the other party.

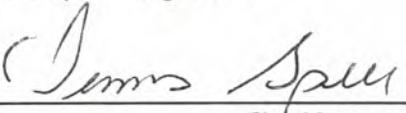
(g) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

(h) The Agreement may be signed in counterparts.

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.

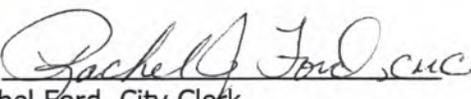
For the City of Ridgecrest

Employee

By: 
_____, City Manager
Dennis Speer



Attest:

By: 
Rachel Ford, City Clerk

[Seal]