

**CITY OF CLEARLAKE
EMPLOYMENT SERVICES AGREEMENT**

DIRECTOR OF FINANCE

1. PARTIES AND DATE.

This Employment Services Agreement (hereinafter referred to as the “Agreement”) is made and entered into this _____ day of _____, 2021 (“Effective Date”) by and between the City of Clearlake, a California municipal corporation (hereinafter referred to as “City”) and Kelcey Young (hereinafter referred to as “Employee”). City and Employee may sometimes individually be referred to herein as “Party” and collectively as “Parties”.

2. RECITALS.

- A. City desires to employ the services of Employee as Director of Finance for the City of Clearlake and Employee desires to accept employment as Director of Finance. It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment and to set working conditions for Employee.
- B. Employee is fully qualified for the position and agrees to accept employment as the Director of Finance.

NOW THEREFORE CITY AND EMPLOYEE, in consideration of the mutual covenants and agreements herein contained, agree as follows:

3. TERMS.

3.1 Duties and Responsibilities

3.1.1 Designated Duties.

- a. As Director of Finance, Employee’s duties and responsibilities shall be as set forth in the job description attached hereto and made a part hereof to this agreement, and any other legally permissible and proper duties and functions as the City Manager may from time-to-time assign.
- b. Employee agrees to devote his productive time, ability and attention to the City’s business during the term of this Agreement. The City recognizes that Employee is expected to devote necessary time outside normal office hours to business of the City. Because Employee’s position is exempt under the Fair Labor Standards Act (FLSA), Employee shall not receive overtime or extra compensation for work performed outside normal business hours.
- c. Employee shall not engage in any activity, which is or may become a conflict of interest, prohibited by contract or which may create an incompatibility of office as defined under California law.

- 3.1.2 Control and Supervision. Employee shall serve at the will and pleasure of the City Manager.
- 3.1.3 Meetings. Employee shall attend all meetings as directed by the City Manager that are determined necessary for the business of the city.
- 3.1.4 Effective Date. The effective date for Employee's services shall be July 19, 2021.

3.2 Compensation and Benefits and Other Considerations. For services rendered pursuant to this Agreement, Employee shall receive the following compensation:

- 3.2.1 Compensate Employee at Range 69 of the salary schedule starting at Step E in the amount of \$9,888.93 per month. Compensation shall be paid bi-weekly at the same time as other employees of City are paid and shall be subject to all applicable taxes and other required deductions.
- 3.2.2 Provide a one-time payment of \$5,000 to employee for relocation expenses. Payment to be made within seven (7) days of execution of this agreement.
- 3.2.3 Provide a one-time payment of \$10,000 to employee as a recruitment incentive. Payment to be made within seven (7) days of the first day of work.
- 3.2.4 Employee will be provided a stipend in the amount of \$75 per month to partially reimburse use of Employee's personal cell phone for City business.
- 3.2.5 Employee shall have his performance and pay reviewed annually by the City Manager. Any adjustments in Employee's compensation shall be at the City Manager's discretion, with the City Manager taking into consideration Employee's performance, Cost of Living Adjustments provided to other bargaining units and employees and the city's ability to pay any increase.
- 3.2.6 Employee will be responsible for paying the Employee's share of the CalPERS retirement contribution cost.
- 3.2.7 Employee shall earn vacation accruals at the rates and as provided in Section 6-2.9 of the Management Employees Classification and Benefit Plan except that the maximum amount of accumulated vacation leave shall not exceed 240 hours. Employee will not be allowed to earn more than the maximum accrual. Should Employee's vacation leave credits reach the maximum, Employee shall cease to earn any additional vacation credits until their leave balance is reduced sufficiently to allow additional credits to be added without exceeding the maximum accrual unless authorized by the City Manager due to extenuating circumstances. On termination of Employee, Employee shall receive pay for any unused vacation accrual.

3.2.8 Employee is entitled to all other benefits not otherwise included in this contract that are set forth in the Management Classification and Benefit Plan (“Plan”) that are in effect as of the date of this agreement (attached hereto and made a part hereof). Modifications or amendments that may be made to the Plan after the effective date of this agreement will supersede the attached version.

3.3 Status and Authority of Employee.

3.4.1 At-Will Status. The Parties hereby expressly agree that the employment relationship created by this Agreement is “at-will” and that Employee serves at the will and pleasure of the City Manager. Nothing in this Agreement or any statute, ordinance or rule shall prevent, limit or otherwise interfere with the right of the City to terminate, without cause or right of appeal or grievance, the services of Employee at any time, in accordance with section 3.5 below.

3.4.2 Employee shall at all times be considered an agent or employee of the City.

3.4 Term of Agreement. Employee’s employment with the City is for no definite term or period of time.

3.5 Termination.

3.5.1 This Agreement may be terminated at any time upon thirty (30) days advance written notice given by Employee to City; however, the City may terminate the employee immediately upon written notice by City to Employee. Notice of termination may be delivered personally or by mail. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

CITY: City of Clearlake
14050 Olympic Drive
Clearlake, CA 95422
ATTN: City Manager

EMPLOYEE: Kelcey Young
Address on File

3.5.2 Employee will have no recourse or right to appeal city’s decision to terminate Employee except as provided by applicable law.

3.5.3 Employee may voluntarily resign his employment with the city by giving 30 days written notice in advance of his last day of employment. Though, the City still maintains the right to terminate the employee as described in Section 3.5.1 above. However, both parties may mutually agree to a shorter

period. In the event of a voluntary resignation, Employee is not entitled to any other compensation except for his normal compensation for the 30-day period, pro-rated, following notice of resignation and the value of all accrued benefits unless otherwise agreed to by parties.

3.5.4 At any time, and without prior notice, the City Manager may terminate Employee for cause. In such event, City shall pay Employee all compensation then due and owing through the last day actually worked; thereafter, all of City's obligations under this Agreement shall cease. For purposes of this agreement, "cause" shall be defined but is not limited to, (1) fraud, misappropriation or embezzlement involving assets of the city, or any other intentionally wrongful acts which involve personal gain to Employee, (2) conviction of Employee of any felony or of a misdemeanor of moral turpitude, (3) Refuses or fails to act in accordance with any lawful direction or order of the City Manager and/or (4) breach by Employee of the provisions of this agreement. The determination as to whether "cause" exists to terminate Employee shall be in the sole discretion of the City Manager and shall not be subject to appeal or challenge.

3.6 **Indemnification.** City shall defend, save harmless and indemnify Employee against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's services as Director of Finance, except that this provision shall not apply with respect to any intentional tort or crime committed by Employee, or any actions outside the course and scope of employment.

3.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. This Agreement may be amended if in writing and signed by both Parties. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver. 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.

3.8 **No Assignment, No Third-Party Beneficiaries.** This Agreement is not assignable by either City or Employee. Nothing in this Agreement shall be construed to create and parties do not intend to create any rights in third parties.

3.9 **Severability, Applicable Law and Interpretation.** In the event that any provision of this Agreement is held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of this Agreement. Any dispute concerning this Agreement shall be governed by the laws of the State of California. This Agreement shall be construed under the laws of the State of California in effect at the time of signing of the Agreement and venue shall be in Lake County, California.

3.10 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulations or law. This Agreement has been negotiated between Alan Flora, City Manager, on behalf of City, and Kelcey Young as Employee. City and Employee acknowledge that they have each contributed to the making of this Agreement and that in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. City and Employee acknowledge that they have each had an adequate opportunity to consult with their own legal counseling the negotiation and preparation of this Agreement.

3.11 Amendments and Waivers. This Agreement may not be amended except by an instrument in writing, signed by each of the parties. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provisions whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the parties.

3.12 Counterparts. This agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Employment Services Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its City Manager and duly attested by the City Clerk. It has also been executed by the Employee.

By: _____
Alan Flora
City Manager

By _____
Kelcey Young
Director of Finance

ATTEST:

By: _____
Melissa Swanson
Administrative Services Director/City Clerk