

EXHIBIT A

CITY OF ROCKLIN

CITY CLERK EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into as of March 14, 2020 (the "Effective Date"), between the City of Rocklin, a municipal corporation ("City" or "Employer"), and Hope Ithurburn ("Employee" or "City Clerk").

1. **Appointment/At-Will Employment**

City appoints and engages Employee as City Clerk for City, and Employee accepts such employment. The City Clerk position is an at-will position and Employee will serve at the pleasure of the City Council under the general day-to-day direction of the City Manager. Accordingly, the City Council may terminate Employee's employment at any time, with or without cause. Nothing in this Agreement, any statute, ordinance, or rule may prevent, limit, or otherwise interfere with the right of the City Council to terminate Employee's employment.

2. **Term**

The term of this Agreement shall be approximately four years, commencing on March 14, 2020 and continuing until March 15, 2024 ("Term"), unless earlier terminated pursuant to the provisions of paragraph 7. Upon termination of this Agreement, Employee will cease to be employed by the City unless a new employment agreement between Employee and City is executed. The City will have no further obligations to Employee, including compensation, severance, or benefits obligations (apart from the retirement obligations set forth herein), after the Term of this Agreement has expired.

3. **Duties**

Employee will perform the functions and duties of the City Clerk as currently in effect or as may hereafter be established by California law, local ordinance, resolution, or other action of the City Council.

4. **Hours of Work**

A. The City Clerk position is an employment position exempt from overtime requirements set forth in the Fair Labor Standards Act and other applicable laws. Employee is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Clerk's position as defined by state law, and the City of Rocklin Municipal Code section 2.16.010.

B. There may be occasions in which the City Clerk devotes time to the business of the City outside of the City's customary office hours. Accordingly, the City Clerk's schedule of work each day and week may vary in accordance with the work required to be performed. The City Clerk must spend sufficient hours on site to perform the City Clerk's duties,

and, in general, will be present during the City's customary office hours. The City Manager, however, has discretion over the City Clerk's work schedule and work location.

5. **City Commitments**

A. The City will provide the City Clerk with the compensation, incentives, and benefits specified elsewhere in this Agreement.

B. The City will provide the City Clerk with an office, office equipment, supplies, and all other facilities and services reasonably adequate for the performance of the City Clerk's duties. The City will pay for or provide the City Clerk reimbursement for all necessary business expenses. Employee agrees to follow City policies with respect to submitting requests for reimbursement for business expenses and for seeking prior approval for business expenses.

C. Given the importance of technological tools to the effective and efficient business of city government, City will provide an office computer, Internet access, copy machine and similar devices to the City Clerk at the City's expense at the City Clerk's office.

6. **Salary and Benefits**

City agrees to compensate Employee for her services under this Agreement as follows:

A. **Salary**. City agrees to pay Employee for services rendered during the term of this Agreement a salary of \$107,000 per year. Salary will be paid bi-weekly on the City's regular payroll. Employee will not automatically receive any cost of living adjustments or other adjustments that may be provided to City's management salary ranges, unless specifically approved for the City Clerk by the City Council.

B. **MMC Incentive**. Effective the first pay period following Employee's attainment of the Master Municipal Clerk certification from the International Institute of Municipal Clerks, Employee will receive a one-time base salary increase of five (5) percent.

C. **Benefits**. In addition to salary, during the term of this Agreement, Employee will receive the benefits identified in Exhibit A to this Agreement. However, the parties understand and agree that the City has the right to make changes from time to time in the benefits offered and the cost of such benefits to employees, and that such changes may include changing benefits provided to the City Clerk that are specified in Exhibit A.

D. If there is any conflict between this Agreement and any resolution fixing compensation and benefits for non-public safety City Management Employees, this Agreement will control.

7. **Termination of Employment and Severance**

Prior to the end of the Term of this Agreement, the City Council may terminate this Agreement on behalf of the City by giving Employee written notice of such termination and whether the termination is for Cause or without Cause. If a termination is for Cause pursuant to section 7(A) of this Agreement, no further compensation (including, but not limited to salary and benefits)

will be due to Employee from City after such for-Cause termination. If the termination is without Cause, then Employee will receive the Severance Payment as set forth in section 7(B) of this Agreement. Employee may terminate this Agreement by giving 60-days written notice to the City. Apart from the Severance Payment in a termination without cause by the City, no other compensation (including, but not limited to salary and benefits) will be due to Employee for the remaining time left on the Term of the Agreement after this Agreement is terminated. Further, City will not be obligated to pay, and will not pay, any amounts or continue any benefits to Employee, in the event Employee voluntarily resigns her employment.

A. Termination For Cause. If Employee is terminated for cause, the City will not be obligated to pay any amounts (including but not limited to compensation, severance, or continue any benefits) to Employee after the date of termination of this Agreement. Cause, as used here, will consist of a termination for any of the following reasons: (1) willful misconduct; (2) fraud, any act of moral turpitude, or dishonesty; (3) improper use of City funds or property; (4) a material violation of City policies or procedures; (5) a conviction of or pleading of nolo contendere to a felony, crime involving moral turpitude; (6) a conviction of or pleading nolo contendere to a misdemeanor relating to Employee's fitness to perform his assigned duties; (7) death of Employee; (8) a disability that results in Employee's inability to perform the essential functions of her employment with or without a reasonable accommodation; or (7) civil liability for a violation of statute or law constituting misconduct in office.

B. Termination Without Cause/Severance Payment. If Employee is terminated by the City without cause during the term of this Agreement, as defined above, and while Employee is still willing and able to perform the duties of the City Clerk, the City agrees to pay Employee a single lump sum payment ("Severance Payment") made within forty (40) days of the effective date of the termination. The Severance Payment will be the equivalent of six (6) months' base salary, unless that amount exceeds the "maximum cash settlement" permitted by California Government Code section 53260. In the event that the sum referenced in this paragraph exceeds the maximum cash settlement allowed pursuant to California Government Code section 53260, the Severance Payment will be reduced by the minimum amount necessary to comply with Government Code section 53260. As a condition to receipt of the Severance Payment referenced in this Agreement, Employee must execute a Release Agreement in a form to be presented to her by City after her termination without cause.

8. **Payment for Unused Leave Balance**

A. On separation from City employment, the City Clerk must be paid for all eligible unused accrued leave allowances provided in this Agreement. Eligible accumulated leave balances must be paid at the City Clerk's monthly salary rate at the effective date of separation in conformance with City's standard practices for Management Employees, and/or the City Clerk may apply the leave time to service credit for retirement purposes if permitted by PERS.

B. In the event the City Clerk dies while employed by the City under this Agreement, the City Clerk's beneficiaries or those entitled to the City Clerk's estate, will be entitled to the City Clerk's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all eligible accrued leave balances.

C. Employee shall accrue and may use sick leave in accordance with City policies for management employees. Employee shall accrue ninety-six (96) hours of sick leave annually. Upon separation of employment from the City, Employee shall receive reimbursement for accrued and unused sick leave pursuant to the City policies for management employees. If Employee retires at time of separation, Employee may choose between converting her total sick leave to CalPERS service credit, or sell back sick leave in accordance with City policies for management employees.

9. **Indemnification**

A. To the fullest extent federal, state, or local laws (including as provided by the California Torts Claims Act (Government Code section 810, et. seq.)) allow, the City must defend and indemnify the City Clerk against and for all losses reasonably sustained by the City Clerk in the direct and necessary consequence of the discharge of the City Clerk's duties on the City's behalf for the period of the City Clerk's employment.

B. To the extent required by state law, the City must defend, save harmless and indemnify the City Clerk 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 the City Clerk's duties as City Clerk. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

C. Whenever the City Clerk is sued for damages arising out of the performance of the City Clerk's duties, and to the extent required by state law, the City will provide defense counsel for the City Clerk in such suit and indemnify the City Clerk from any judgment rendered against the City Clerk; provided that such indemnity must not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification will extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Clerk's capacity as City Clerk, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This indemnity provision will survive the termination of the Agreement and is in addition to any other rights or remedies that the City Clerk may have under the law.

10. **Training**

Employee is encouraged to maintain memberships in and to attend conferences of appropriate professional organizations including, but not limited to, the International Institute of Municipal Clerks, the City Clerks Association of California and the League of California Cities. Employee's annual budget for such memberships and conferences, including travel and related expenses shall be as included in the City of Rocklin's adopted annual budget. All expense reimbursements are subject to the City policies and limited by budget line items approved by the City Council from time to time.

11. **Severability**

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be, unconstitutional, invalid, illegal or unenforceable, such clause, sentence, part, section, or portion so found will be regarded as though it were not part of this

Agreement and the remaining parts of this Agreement will be fully binding and enforceable by the parties hereto.

12. **Other Terms and Conditions**

A. The City Council, in its sole discretion, may fix such other terms and conditions of employment, as it may determine from time to time, relating to the work of Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, City ordinances, or any other law.

B. Employee and City will meet and complete a performance evaluation annually.

C. The text herein will constitute the entire agreement between the parties.

D. This Agreement will be binding upon and inure to the benefit of the heirs at law and executors of Employee.

E. This Agreement will be governed by the laws of the State of California.

F. The parties agree that both parties have participated in drafting this Agreement and that any ambiguity in this Agreement must not be construed or interpreted against, or in favor of, either party.

G. In compliance with Government Code sections 53243, 53243.1, and 53243.2, if Employee is convicted of a crime involving an abuse of Employee's office or position, all of the following shall apply:

- 1) If Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse City for such amounts paid;
- 2) If City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is not generally required to pay for a criminal defense), Employee shall be required to fully reimburse City such amounts paid; and
- 3) If this Agreement is terminated based on actions underlying such conviction, any cash settlement related to the termination that Employee may receive from City shall be fully reimbursed to the City by Employee or void if not yet paid to Employee.
- 4) For purposes of this subsection, "abuse of office or position" means either (a) an abuse of public authority, including waste, fraud, and violation of the law under color of authority, or (b) a crime against public justice, including but not limited to a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

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

City: City of Rocklin, Attn. City Manager
3970 Rocklin Rd.
Rocklin, CA 95677

Employee: Hope Ithurnburn


13. **Effective Date**

This Agreement takes effect on March 14, 2020.

Attest:

City of Rocklin

Steven Rudolph, City Manager

Greg Janda, Mayor

Approved as to Form:

Employee

Sheri Chapman, City Attorney

Hope Ithurnburn

EXHIBIT A

EMPLOYEE BENEFITS

- **Health, Vision, Dental, Long-Term Disability, Life and Accidental Death & Dismemberment Insurance**

Employee will receive health, vision, and dental benefits as generally applicable to other non-public safety Management Employees, which includes the City paying a portion of the applicable insurance premiums for medical (family coverage), dental (family coverage) and vision (family coverage). Employee and City contribution levels for health, dental, and vision plans will be provided by the City's Human Resources Department.

The City will provide Employee life insurance in the amount of \$200,000 of basic life, plus \$200,000 accidental death and dismemberment insurance. Employee will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits. The City will provide Employee with long-term disability coverage at sixty percent (60%) of her salary up to a maximum benefit of \$6,000 per month with a ninety (90) day waiting period.

- **Retirement**

Employee will be a member of the California Public Employees' Retirement System (CalPERS) at the two percent (2%) @ 55 formula. Employee will pay Employee's contribution to CalPERS, plus an additional two percent (2%) towards the Employer's retirement contribution for a total of nine percent (9%) of the Employee's salary.

- **Management Leave, Vacation, Sick Leave, and Holidays**

- 1) Employee will be granted eighty (80) hours of Management Leave annually, in accordance with the policy for other management employees. For the first year of employment, Employee will be credited with a prorated amount of management leave. Management leave is administered pursuant to the City's policies for management employees. Management leave is not cumulative from year to year and may not be cashed out in lieu of use.
- 2) Employee will accrue twenty (20) vacation days each year.
- 3) Employee will accrue sick leave in the same manner as regular, full-time non-public safety Management Employees of the City. Employee shall accrue ninety-six (96) hours of sick leave annually. Upon separation of employment from City, Employee shall receive reimbursement for accrued and unused sick leave pursuant to the City policies for management employees.

- 4) Employee will be entitled to all holidays that are provided to other non-public safety Management Employees. The City may schedule a mandatory work furlough between Christmas and New Year's holidays each year. Establishment of such a furlough will be at the City's sole discretion. During the furlough period, Employee may use accrued vacation, management leave, or take the time off without pay.

- **Automobile and Cell Phone Allowance**

Employee will receive an automobile and cell phone allowance in the amount of three thousand dollars (\$3,000) annually, which will be paid to Employee by the City over 26 installments in accordance with the City of Rocklin payroll schedule.

- **Deferred Compensation**

Employee may participate in the City's deferred compensation program.

- **Additional Benefits**

Except as specifically provided in this Agreement, Employee will receive any additional benefits that are generally received by non-public safety Management Employees of the City as expressly specified in the City Rules, Regulations, Benefits, and Policies Relating to Employee Relations between the Management and Confidential Employees and the City as amended from time to time.