

**CITY OF FORTUNA HUMAN RESOURCES DIRECTOR/CITY CLERK
EMPLOYMENT AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this ____ day of June 2024, becoming effective on July 1, 2024, was made and entered into by and between the CITY OF FORTUNA, California (hereinafter "CITY"), and SIANA EMMONS (hereinafter "EMPLOYEE") each of whom understand and agree as follows:

WITNESSETH

WHEREAS, Employer desires to continue the services of said employee to perform the duties of the Human Resources Director and City Clerk; and

WEREAS, it is the desire of the parties to establish certain conditions of employment and to set forth the working conditions of the employee within the framework of an at-will employment relationship.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. DUTIES

- A. Employer hereby agrees to employ said EMPLOYEE as Finance Director to perform the functions and duties of Human Resources Director and City Clerk as set forth in the Fortuna Municipal Code.
- B. EMPLOYEE shall perform other legally permissible and proper duties and functions, as the City Manager shall from time-to-time assign.
- C. It is recognized that the position of Human Resources Director and City Clerk may call for unusual work hours. It is therefore agreed the employee will set her own works hours while devoting the necessary amount of time and energy needed to faithfully perform the duties of Human Resources Director and City Clerk under this Agreement, subject to prior written approval by the City Manager.

SECTION 2. TERM

- A. The term of this Agreement, unless terminated earlier as provided for in this Agreement, shall be for a period of three (3) years, commencing on July 1, 2024.
- B. Pursuant to the Charter of the City of Fortuna and its Municipal Code, the parties acknowledge and agree that the Human Resources Director and City Clerk serves at the pleasure of the City Manager; that there exists no contract for or right to employment; either expressed or implied, with the sole exception of the provisions contained herein; that the City Manager may terminate the employment of the EMPLOYEE with or without cause; and that 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, the Charter of the City of Fortuna, its Municipal Code, and this Agreement consists of the provisions contained in Section 3 hereof.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of EMPLOYEE to resign at any time from her position with CITY, subject only to the provisions set forth in Section 3 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, with the consent of, and at the sole discretion of the City Manager, EMPLOYEE may accept compensation for outside consulting, writing, or speaking engagements; or while teaching or training; or while serving on the Board of Directors of one or more corporations; provided however, that such outside activities or work are not inconsistent or incompatible with CITY employment.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. This Agreement shall terminate upon the occurrence of any of the following events:

1. Upon thirty (30) 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 of the City Manager of CITY to terminate EMPLOYEE, with or without cause.

B. In the event EMPLOYEE is terminated without cause, at any time during the term of this Agreement, CITY agrees to pay to EMPLOYEE a lump sum cash severance payment equal to the total of the EMPLOYEE's then current aggregate salary, benefits, and deferred compensation that she would have been entitled to receive for a period of three (3) months under the terms of this Agreement. EMPLOYEE shall also be compensated for all earned and unused vacation, holidays, and other accrued benefits to date. Earned Sick Leave will be compensated according to the same provisions as other Unrepresented Employees. In the event EMPLOYEE is terminated for cause or conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

C. CITY reserves the right to terminate this Agreement 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 Labor Code Section 2924.
2. Habitual neglect of the duties required to be performed as Human Resources Director and/or City Clerk pursuant to Labor Code Section 2924.
3. Any acts of dishonesty, fraud, or other acts of moral turpitude.
4. Conviction of any act which would constitute a serious crime, whether misdemeanor or felony.
5. Willful violations of CITY policies of a serious nature, including for example, CITY'S sexual harassment or drugs-in-the-work-place policies.

D. Pursuant to Fortuna Municipal Code, should EMPLOYEE be terminated or suspended for cause, EMPLOYEE shall have a written notice of the cause of her removal or suspension from duty, and she shall have the opportunity to be heard on the cause of her removal or suspension before a public hearing of the City Council.

E. In the event CITY at any time during the employment term reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across the board reduction for management employees, or in the event the City refuses, following written notice, too comply with any other provision benefiting EMPLOYEE herein, then, in that event EMPLOYEE may at her option, be deemed to be "terminated without cause" at the date of such reduction or such refusal to comply with the meaning or the context of the herein severance pay provision.

SECTION 4. COMPENSATION

A. CITY agrees to pay EMPLOYEE for her services rendered pursuant hereto an annual, base salary of \$104,077, payable in installments at the same time as other employees of CITY are paid. Pursuant to CITY personnel policies and procedures, EMPLOYEE will be reviewed and evaluated annually following the EMPLOYEE'S anniversary date of hire, and annually thereafter.

B. In addition, CITY agrees to increase said salary in increments of 3 percent per year each July 1 provided that the EMPLOYEE has performed in a satisfactory manner during the previous annual review period, as determined by the City Manager, and will also be eligible for longevity pay.

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, vacation, holidays, sick and bereavement leaves, and executive leave days.

SECTION 5. AUTOMOBILE

EMPLOYEE'S duties require that she have the use at all times during her employment with Employer of an automobile. Use of the City vehicle shall be limited to City business only, and EMPLOYEE shall be entitled to reimbursement for use of their personal vehicle in accordance with the City's Travel Policy.

SECTION 6. EQUIPMENT

A. CITY shall provide all business computing, and communications equipment and service costs, furniture, and fixtures necessary and convenient to carry out the terms of this Agreement.

B. All such equipment, furniture and fixtures provided by CITY shall be deemed the property of CITY.

SECTION 7. DISABILITY, HEALTH, AND LIFE INSURANCE

A. The Employer agrees to provide health insurance (including medical, dental, and vision coverage to the EMPLOYEE and eligible dependents), life insurance, workers compensation, and short-term disability coverage to the EMPLOYEE, and to pay all premiums thereon on the same basis as other Unrepresented Employees of the City.

B. EMPLOYEE shall have the option to "buy-out" the employer's health insurance coverage, and if EMPLOYEE elects to do so, EMPLOYEE shall be paid the then current rate paid to other City Employees exercising this option.

C. Employer's Medicare contribution of 1.45% is matched by an EMPLOYEE contribution of 1.45% of EMPLOYEE's salary for mandated Medicare coverage.

SECTION 8. RETIREMENT

Employer agrees to pay the Employer's Cost, excluding the EMPLOYEE's share, into the Public Employees' Retirement System for the benefit of the EMPLOYEE. EMPLOYEE is a part of the CLASSIC group (2.0% at 55 formula).

SECTION 9. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. To the extent, as provided and agreed upon by the City Council, in the CITY'S annual budget, CITY agrees to pay the dues and subscriptions of EMPLOYEE necessary for her contribution and full participation in national, regional, state and local associations necessary and desirable for her 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, as provided and agreed upon by the City Council, in the CITY'S annual budget, CITY hereby agrees to pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, short courses, institutes, seminars and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for CITY.

C. The EMPLOYEE shall utilize and accrue, and have credited and removed from her personal account holidays (including floating holidays), vacation and sick leave at the same rate and on the same basis as other Unrepresented Employees of the City. In the event of the termination or retirement of this agreement, the employee shall be entitled to payment of all leave balances in accordance with this agreement. Earned Sick leave shall be compensated according to the same practice as other Unrepresented Employees.

D. EMPLOYEE shall receive 80 hours of management leave per year in recognition of the time EMPLOYEE must work outside normal office hours.

E. Vacation Pay. Notwithstanding anything in the Agreement to the contrary, EMPLOYEE shall accrue 160 hours (four weeks) of vacation leave per fiscal year. EMPLOYEE shall accrue and utilize vacation leave in the same manner as other unrepresented employees of CITY.

SECTION 10: INDEMNIFICATION.

In addition to that required under state and local law, CITY shall defend, save harmless, 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 duties. The CITY, however, expressly does not waive, and does fully retain all discretion reserved to it by law under Government Code Sections 995 through 996.6, and successor provisions, if any. CITY may compromise and settle any such claims or disputes and pay the amount of any settlement or judgment rendered thereon.

SECTION 11. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE and may only be amended by the mutual written agreement of the parties.
- C. This Agreement shall become effective the 1st day of July 2024.
- D. If any provisions, or any portion thereof, contained in this Agreement is held to be 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.
- E. If any provisions of the of CITY'S Personnel Rules, Regulations, and Policies conflict with the at-will employment status described in this Agreement, such conflicts will be resolved in favor of the at-will status contained in this Agreement.
- F. CITY and EMPLOYEE agree that they will, at all times, assist each other in defending any litigation involving CITY, or EMPLOYEE'S duties with CITY, and CITY agrees to defend EMPLOYEE against any claim or action against him arising out of an act or omission occurring within the scope of her employment. The parties shall each comply with the requirements of Section 825 of the Government Code or its successor, in implementing this paragraph.

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

THE CITY OF FORTUNA

By: _____
Name: Merritt Perry
Title: City Manager

Date

EMPLOYEE

By: _____
Name: Siana Emmons

Date