

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND DAVID CAIN**

THIS AGREEMENT is entered into this 9<sup>th</sup> day of September 2024, between the City of Huntington Beach, a Charter City and California municipal corporation (“City,”) and David Cain, (“Cain.”).

**RECITALS**

The City Manager may appoint an Interim Chief Financial Officer to assist the City, at such salaries or compensation as the Council may by ordinance or resolution prescribe; and

The City desires to temporarily employ the services of Cain as an Interim Chief Financial Officer of the City of Huntington Beach; and

It is the desire of the City to provide certain compensation, establish certain conditions of employment, and to set working conditions of Cain; and

It is the desire of the City to:

(1) Secure and retain the services of Cain on a temporary basis as set forth herein, and to provide inducement for him to remain in such employment; and

(2) To provide a means for terminating Cain’s service at such time as he may be unable fully to discharge his duties, the law requires, or when City may otherwise desire to terminate his employ; and

By entering this Agreement, Cain desires to accept employment as an Interim Chief Financial Officer of the City.

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

**SECTION 1. DUTIES.** City agrees to employ Cain as an Interim Chief Financial Officer of the City to perform the functions and duties of that office City Manager’s direction, including but not limited to the following duties: a) generally providing department management and oversight as further set forth in the Class Specification of Chief Financial Officer attached hereto as **Exhibit “A,”** the Municipal Code of the City of Huntington Beach, and the City Charter; and b) to perform other legally permissible duties and functions as Chief Financial Officer as the City

Manager shall from time to time assign. Cain shall devote his full attention and effort to the office and perform the mentioned duties and functions in a professional manner.

**SECTION 2. STATUS AND TERM.**

(a) Cain shall serve for a definite term of one year commencing September 9, 2024, and ending on the pay period end date immediately preceding the beginning of the pay period of the permanent appointment, or by not later than September 8, 2025 (Temporary Basis). Notwithstanding the Term of Employment, Cain shall serve at the pleasure of the City Manager and shall be considered an at-will employee of the City in the capacity of retired annuitant, in compliance with all requirements and limitations as listed in Government Code Sections 7522.56 and 21221(h), and any other relevant provisions of law, commencing upon execution of this agreement, and not to exceed a term of one (1) year. Cain's total work hours from the effective date of this Agreement through September 9, 2025 shall not exceed nine hundred sixty (960) hours per fiscal year, unless mutually agreed-to by the City Manager and Cain.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the employment of Cain at any time.

(c) Cain may resign at any time from his position with the City as provided herein.

**SECTION 3. SALARY.** City agrees to pay Cain for his services rendered pursuant to this Agreement at Non-Associated Range NA0269, at \$108.03 per hour (hourly salary), of the City's classification and compensation plan or resolutions or ordinances from time-to-time enacted that govern such compensation for the position of Chief Financial Officer.

**SECTION 4. OTHER BENEFITS.** Cain shall receive no benefits other than his hourly salary.

**SECTION 5. TERMINATION.**

(a) The City Manager may terminate the employment of Cain at any time without advance notice, without just cause, and without payment of severance.

(b) In the event Cain voluntarily resigns, Cain shall give the City seven (7) calendar days written notice prior to the last workday, unless the City Manager and Cain otherwise agree.

(c) It is understood that after notice of termination in any form, Cain and the City will cooperate to provide for an orderly transition.

**SECTION 6. FINANCIAL DISCLOSURE.**

(a) Cain shall follow all State laws including the Political Reform Act. In furtherance thereof, Cain shall report to the City any ownership interest in real property within the County of Orange, excluding personal residence. Such reporting shall be made in writing by Cain to the City within ten (10) calendar days of the execution of this Agreement and, further, within ten (10) calendar days of acquisition of that interest in real property. Additionally, Cain shall report in writing to the City any financial interest greater than Ten Thousand Dollars (\$10,000) in value in a firm doing work for the City or from whom the City intends to make a purchase immediately upon receipt of notice by Cain of the intended work or purchase.

(b) In addition, Cain shall annually complete and file a Form 700 Statement of Economic Interest with the City Clerk.

**SECTION 7. INDEMNIFICATION.** City shall defend and indemnify Cain any action, including but not limited to any: tort, professional liability claim or demand, or other noncriminal legal, equitable or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Cain's duties as an employee or officer of City, other than an action brought by City against Cain, or an action filed against City by Cain. In addition, the City shall reimburse Cain documented reasonable expenses for the travel, lodging, meals, of Cain should Cain be subject to such, should an action be pending after termination of Cain. City shall be responsible for and have authority to compromise and settle any action, with prior consultation with Cain, and pay the amount of any settlement or judgment rendered on that action. Cain shall cooperate fully with City in the settlement, compromise, preparation of the defense, or trial of any such action.

**SECTION 8. GENERAL PROVISIONS.**

(a) The text herein, including recitals, shall constitute the entire Agreement between the parties.

(b) This Agreement shall become effective upon execution of this agreement.

(c) If any provision, or any portion of any provision, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or any portion of it, shall be deemed severable, shall not be affected and shall remain in full force and effect.

(d) No amendment of this Agreement shall be effective unless in writing and signed by both parties here.

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

DAVID CAIN



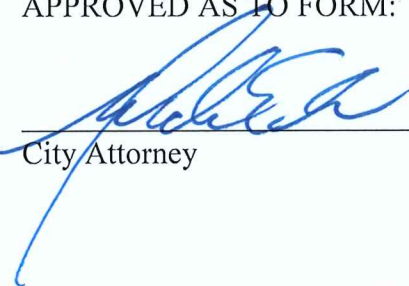
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CITY OF HUNTINGTON BEACH  
A California municipal corporation

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Interim City Manager

APPROVED AS TO FORM:



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City Attorney Pue