

EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND CHARLES ADAMS

THIS AGREEMENT is entered into this ____ day of _____, 2019, between the City of Huntington Beach, a California municipal corporation, subsequently called "City," and Charles Adams, subsequently called "Adams."

RECITALS

The City Manager may, subject to the approval of the City Council, 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, through the City Manager, desires to employ the services of Adams as an Interim Chief Financial Officer of the City of Huntington Beach; and

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

It is the desire of the City to:

(1) Secure and retain the services of Adams and to provide inducement for him to remain in such employment; and

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

By entering this Agreement, he 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 Adams as an Interim Chief Financial Officer of the City to perform the functions and duties of that office including under administrative direction, providing management oversight in directing the activities and operations of the Finance Department as further set forth in the Class Specification of Chief Financial Officer attached hereto as Exhibit 19-7701/205448

"A," the Municipal Code of the City of Huntington Beach and the City Charter, and to perform other legally permissible duties and functions as Chief Financial Officer as the City Manager shall from time to time assign. Adams 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) Adams shall serve for a definite term not to extend beyond December 13, 2019, at the pleasure of the City Manager and shall be considered as an at-will employee of the City in the capacity of retired annuitant, commencing upon execution of this agreement and adoption of Resolution No. 2019-43.

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

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Adams to resign at any time from his position with the City.

(d) Adams shall neither accept other employment or become employed by any other employer without the prior written approval of the City Manager.

The term "employed" (and derivations of that term as used in the preceding paragraph) shall include employment by another legal entity or self-employment. However, shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on Adams's time off, and with the advance approval of the City Manager.

SECTION 3. SALARY.

City agrees to pay Adams a fixed salary for his services rendered pursuant to this Agreement at Non-Associated Range NA0518, \$100.13 per hour, 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.

(a) Adams shall receive no benefits other than his hourly salary.

SECTION 5. TERMINATION.

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

- (i) a willful breach of this Agreement or the willful and repeated neglect by Adams to perform duties that he is required to perform;
- (ii) conviction of any criminal act relating to employment with City;
- (iii) conviction of a felony.

(c) Subsequently, the decision of the City Manager as to whether reasons set forth in Section (a)(i-iii) exist or do not exist shall be final as between the parties.

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

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

SECTION 6. FINANCIAL DISCLOSURE.

(a) Adams shall report to the City Manager any ownership interest in real property within the County of Orange, excluding personal residence. Also, Adams shall report to the City Manager any financial interest greater than Ten Thousand Dollars (\$10,000) in value in a firm doing work for the City or from which the City intends to make a purchase. Such reporting shall be made in writing by Adams to the City Manager 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, Adams shall report in writing to the City Manager 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 notice of the intended work or purchase.

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

SECTION 7. INDEMNIFICATION.

City shall defend and indemnify Adams against 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 Adams's duties as an employee or officer of City, other than an action brought by City against Adams, or an action filed against City by Adams. In addition, the City shall reimburse Adams the documented reasonable expenses for the travel, lodging, meals, of Adams should Adams be subject to such, should an action be pending after termination of Adams. City shall be responsible for and have authority to compromise and settle any action, with prior consultation with Adams, and pay the amount of any settlement or judgment rendered on that action. Adams 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 the adoption of Resolution No. 2019-43.
- (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 City Manager, and Adams has signed and executed this Agreement, both in duplicate, the day and year first above written.

CHARLES ADAMS:

CITY OF HUNTINGTON BEACH

City Manager

APPROVED AS TO FORM:

City Attorney

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