

WORK MAY PROCEED

CLERK OF THE COUNCIL

DATE: FEB 14 2023

CITY OF SANTA ANA

CITY CLERK EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into as of the 7<sup>th</sup> day of February 2023 (the "Effective Date"), between the City of Santa Ana, a California charter city ("City"), and Jennifer Hall ("Employee"). The City and Employee are sometimes referred to in this Agreement as "Party" and collectively as "Parties."

O:HR (Lori.S) (SM) 1

RECITALS

WHEREAS, it is the desire of the City Council to appoint and retain the services of Employee as City Clerk, and

WHEREAS, Employee desires to accept the appointment as the City Clerk of the City, and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set certain working conditions of the City Clerk.

NOW, THEREFORE, the above named Parties hereby mutually agree and promise as follows:

**1. Duties, Acceptance of Appointment, Hours of Work.**

1.1 Appointment and Scope of Services.

Employee has been appointed as City Clerk by the City Council, and shall perform the functions of City Clerk, a position involving highly-specialized and critically-needed skills set forth in the attached job description, in the Santa Ana City Charter, and as provided by law. Such employment is "at will," subject to the terms of this Agreement, and Employee shall perform said duties at the pleasure of and under the direct supervision of the City Council.

1.2 Acceptance of Appointment.

Employee hereby accepts the appointment as City Clerk of the City of Santa Ana subject to all terms and conditions set forth in this Agreement.

1.3 Hours of Work.

Employee is expected to devote necessary time, within and outside normal business hours, to the business of the City as an exempt employee under the Fair Labor Standards Act.

**2. Term.**

This Agreement shall be deemed effective beginning on February 27, 2023 and shall continue until terminated in accordance with Section 9 of this Agreement.

**3. Compensation.**

**3.1 Salary**

City agrees to pay Employee as compensation for services rendered pursuant to this Agreement, an annual base salary, commencing on February 27, 2023, in the amount of \$172,000 annually, payable in installment payments in the same manner and at the same times as other City employees.

**3.2 Mobile Phone and Electronic Devices**

The City shall provide Employee with a mobile phone, laptop and/or tablet for use in City business. Employee understands that all data and information stored on such phone and electronic devices, including but not limited to records of calls made and received, voice mail messages, and text messages may be considered public records under the California Public Records Act.

**3.3 Benefits**

Except as expressly provided for in this Agreement, Employee shall receive the same benefits applicable to City Executive Management employees as follows:

- Health and Welfare Benefits
- Leave Accruals and Cash-out Provisions
- Retirement Plan Contributions
- Tuition Reimbursement
- Retirement Health Savings Plan
- Auto Allowance
- Deferred Compensation

**3.3.1 Sick Leave Bank**

Upon employment with the City, Employee shall be provided a bank of 175 hours of accrued sick leave.

### 3.3.2 Vacation Leave Bank

Upon employment with the City, Employee shall be provided a bank of 210 accrued vacation leave hours.

### 3.3.3 Vacation Leave Accrual

As a longevity credit, Employee shall accrue vacation leave at a monthly rate equal to 160 hours of vacation leave per year.

### 3.3.4 Deferred Compensation (457 Plan)

City agrees to provide Employee deferred compensation pursuant to Section 457 of the Internal Revenue Code, in the amount of \$16,000 a year. Payments shall be divided and deposited on the Employee's behalf for each pay period.

## 4. **Performance Evaluation.**

The City Council shall review Employee's job performance at least once annually. Employee shall remind the City Council of its obligations under this Section each year and shall work with the City Council in finding an appropriate time to place his or her annual evaluation on the agenda. As a result of the performance evaluation and at the City Council's sole discretion, the City Council may provide a salary increase and/or performance bonus. The City Council may also review Employee's performance at other intervals as it deems appropriate.

## 5. **Bonds.**

City shall bear the full cost of any fidelity or other bonds required of Employee under any law or policy.

## 6. **Business Expenses**

### 6.1 General Expenses

City recognizes that Employee may incur expenses of a non-personal, job-related nature that are reasonably necessary to Employee's service to the City. The City agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted in accordance with the City's normal expenditure reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting the City's normal requirements and must be submitted within time limits established by the City.

City agrees to budget and pay for professional dues and subscriptions for Employee necessary for her continuation and participation in national, regional, state, and local conferences, meetings, associations, and organizations desirable for

Employee's continued participation, professional development, and for the benefit of the City.

## 6.2 Reimbursements

Employee shall submit reimbursements requests in accordance with City policy for work-related reimbursement activities.

## 7. Abuse of Office or Position.

Pursuant to Government Code Sections 53243, 53243.1 and 53243.2, if Employee is convicted of a crime involving an abuse of his or her 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 such amounts paid; (2) if the City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Employee shall be required to fully reimburse the City such amounts paid; and (3) if this Agreement is terminated, any severance pay and severance benefits related to the termination that Employee may receive from the City shall be fully reimbursed to City or void if not yet paid. For purposes of this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

## 8. Notices.

Any notice required or permitted by this Agreement shall be in writing and shall be personally served upon the other Party, or sent by United States Postal Service, postage prepaid and addressed to the appropriate Party as follow:

If to City:	City of Santa Ana
If to Employee:	Jennifer Hall City Clerk City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92701

Notice shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

**9. Termination.**

9.1 Severance

Employee shall receive six (6) months severance payment upon termination without cause. All compensation due and payable shall be paid upon termination.

9.2 At-Will Employee

Employee shall serve at the will and pleasure of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to suspend from duty, remove from office or otherwise terminate the services of Employee at any time, at the sole discretion of the City Council. This Agreement may be terminated as follows.

9.3 Termination - Council Vote

In accordance with section 701 of the Santa Ana City Charter, the City Council may remove the Employee without cause by motion adopted by five (5) affirmative votes of the Mayor and members of the City Council, provided that such termination shall not occur within a period of six (6) months succeeding any swearing-in of a member of the City Council following any municipal election (regular, special, recall) or appointment of such City Council member.

9.4 Resignation

Employee may voluntarily resign their position as City Clerk, after giving the City at least thirty (30) days written notice prior to the effective date of such resignation, unless such notice is waived in whole or part by the City Council.

9.5 Disability.

In the event the Employee is permanently disabled or is otherwise unable to perform his or her duties because of physical or mental incapacity for a period of six (6) consecutive months, the City may terminate the Employee's employment and this Agreement. Notwithstanding the above, nothing in this subsection shall be interpreted to waive any obligation the City may have to provide Employee with a reasonable accommodation or to engage in an interactive process with Employee to determine whether a reasonable accommodation is available.

**10. General Provisions.**

10.1 This writing constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or written

representations or written agreements on the subject matter hereof, which may have been entered into between the parties. No modification or revision to this Agreement shall be of any force or effect, unless the same is in writing and executed by the Parties hereto.

10.2 Each Party agrees and acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either Party.

10.3 If any provision, or portion thereof, contained in the 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.

10.4 This Agreement shall be governed by and construed in accordance with the law of the State of California. Venue shall be in Orange County.

10.5 This Agreement shall be construed as a whole, according to its fair meaning, and not in favor or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the Party responsible for any particular language in this Agreement.

10.6 Employee acknowledges that he or she has had an opportunity to consult legal counsel in regard to this Agreement, that he or she has read and understands this Agreement, that he or she is fully aware of its legal effect, and that he or she has entered into it freely and voluntarily and based on his or her own judgment and not on any representations or promises other than those contained in this Agreement.

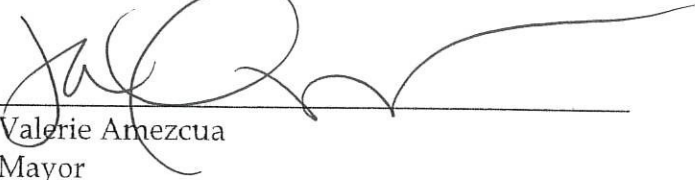
10.7 In any dispute arising out of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement on the 7th day of February, 2023.

**EMPLOYEE**

  
\_\_\_\_\_  
Jennifer Hall

**CITY OF SANTA ANA**


  
\_\_\_\_\_  
Valerie Amezcua  
Mayor

ATTEST:

  
\_\_\_\_\_  
Norma Orozco  
Acting City Clerk



Approved as to Form:

  
\_\_\_\_\_  
John Funk  
Chief Assistant City Attorney (Excepted)