

**EMPLOYMENT AGREEMENT FOR THE CHIEF FINANCIAL OFFICER POSITION
BETWEEN THE CITY OF NEVADA CITY AND VICTORIA KNOLL**

THIS AGREEMENT is made and entered into this 24th day of February 2022 by and between the City of Nevada City, a Municipal Corporation, (City) and Victoria Knoll, individually (Employee).

WITNESSETH

WHEREAS, the City requires the services of a Chief Financial Officer; and

WHEREAS, Employee has the necessary education, experience, skills and expertise to serve as the City's Chief Financial Officer; and

WHEREAS, City desires to employ the services of Victoria Knoll for the position as Chief Financial Officer; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. **TERM.** Employment of the Chief Financial Officer shall be "at will" commencing her employment pursuant to this Agreement on February 28, 2022 and continuing for a term of six months. The six month term may be extended upon mutual agreement of Employee and City Manager. During the six month term Employee is subject to termination at the discretion of the City Manager or resignation by Employee as provided in Paragraph 7. Each party acknowledges that the rights and obligations of public employees pursuant to Government Code Sections 1000 et seq. remain fully applicable to Employee as Chief Financial Officer under this Agreement. This is a management level position.
2. **INDEMNIFICATION.** To the maximum extent permitted by law, City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand, or any other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the course and scope of performance of her functions and duties as Chief Financial Officer undertaken pursuant to this Agreement. City shall hold Employee harmless against any claims, damages and expenses, including reasonable attorney's fees, judgments, fines, settlements and other amount actually and reasonable incurred in connection with any proceeding arising from the course and scope of employment to the same extent as City would be required by law to do for any other Chief Financial Officer employed by the City. City may compromise and settle any such claim or suit, and pay the amount of all settlements or judgments rendered thereof, when, in the judgment of City such is the most advisable course of action, but in any event, City will defend and indemnify Employee. This provision shall survive any termination or resignation of Employee or expiration of this Agreement.

3. DUTIES. This is a management level position. Employee shall devote such time as is needed to performing the functions and duties necessary for the position of Chief Financial Officer for the City. The scheduling of these hours is flexible and may be modified as necessary by agreement between City Manager and Employee to accommodate the needs of the City. The Chief Financial Officer is an exempt position; Employee shall not be eligible for overtime. Employee shall perform all duties, responsibilities and functions specified in the City's job description (attached) for the Chief Financial Officer and such other proper duties as assigned by, and subject to review and evaluation of the City Manager.

During the six-month term of this agreement, Employee will:

- initiate and coordinate the City's 2020-2021 fiscal year audit to begin immediately from an external audit firm coordination;
- begin immediately the annual budget preparation for fiscal year 2022-2023;
- begin the function of City Treasurer with responsibility for the investment of city funds in conjunction with the City Manager by coordinating the work of financial consultants and establishing internal controls to execute the established Investment Policy;
- develop and recommend financial policies and actions to the City Manager as appropriate and create work procedure manuals for financial practices;
- ensure the timely submission of all formal annual accounting reports required by the State Controller's Office as well as other reports required by the City Manager, City Council, county, state and federal government as well as coordinate with other departments and the City Manager to submit compliance reporting for grants and other revenues requiring external reporting;
- participate in the review, evaluation and selection of a new citywide software solution to include replacement of the City's financial software in the 2023 fiscal year.

Notwithstanding provisions to the contrary in the job description for the position, Employee shall be under the general limited supervisory control of the City Manager with relative independence and latitude for exercising independent judgement and initiative within the scope of oral and written instructions and established policies, guidelines and procedures and in accordance with all applicable requirements of federal, state and local law and current codes and criteria. This may include duties performed at other locations on city business.

4. CONFLICTS. During the term of the Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonable might be expected to conflict, with the proper discharge of Employee's duties under this agreement.

5. **COMPENSATION.** The monetary compensation payable to the Employee for her services hereunder shall be \$45,280 for the six-month period at a rate of \$43.54 hourly (equates to \$90,560 annually) and shall be subject to cost of living increases per any memorandum of understanding agreement reached periodically with other City management employees. The Chief Financial Officer is an exempt position; Employee shall not be eligible for overtime. City will deduct and pay from Employee's compensation federal, state and Social Security taxes as required by law. The City shall pay the premium for health insurance for Employee including spouse and dependents for medical coverage (90%), dental coverage (90%), vision coverage (100% for employee and 0% for dependents). The benefit options are provided to all Management and Supervisory employees per the applicable Memorandum of Understanding (MOU). Employee shall also be entitled to paid time off for holidays, vacation and administrative leave available to City management employees as set forth in the City Personnel Rules and Memorandum of Understanding for Management and Supervisory Employees. City shall not provide any other benefits not expressly provided for in this Agreement.

6. **OTHER BENEFITS.** City will provide Employee Worker's Compensation coverage as would be provided other employees employed by the City. City shall also pay for the following employment related services, subject to stated limitations:
 - a. cell phone (not to exceed \$40.00 per month);
 - b. annual professional dues in CSMFO (California Society of Municipal Finance Officers);
 - c. training or conferences related to employment as Chief Financial Officer as approved in advance by the City Manager with associated expenses reimbursed per City policy based on receipts (i.e. mileage, meals, lodging);
 - d. contributions for CalPERS retirement benefit is as a PEPRA (Public Employees Pension Reform Act) member at 2% @ 62 with employee contributions being half of the "Total Normal Cost" on a pre-tax basis up to limits established by CalPERS. The current employee contribution rate is 6.7%.

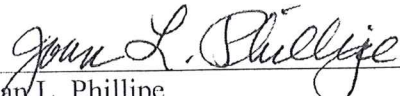
7. **TERMINATION.** Employment of Employee is at-will and subject to termination at the discretion of the City Manager or resignation by Employee, provided that any termination or resignation shall be upon advance written notice of sixty (60) days, or such longer period as City may request except in the case of termination for cause. Termination for cause shall be immediate. For purposes of this section, "for cause" means the Employee's material breach of this Agreement; conviction of a felony; conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law; willful abandonment of duties; any other intentional or grossly negligent action or inaction by Employee that materially and substantially impedes or disrupts the performance of the City or its organizational units, or is detrimental to employee or public safety.

8. **SEVERABILITY.** Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, term and provisions hereof shall remain in full force and shall in no way be invalidated, impaired or effected thereby.

9. NOTICES. Notices to be given under this contract may be mailed or delivered to the City at 317 Broad Street, Nevada City, CA 95959 and to Employee at City Hall or residence at _____.

10. GOVERNING LAW/VENUE. This Agreement shall be construed under and governed by the laws of the State of California, and venue shall be in Nevada County, California.

IN WITNESS WHEREOF, the parties have executed this Agreement this 24th day of February, 2022 at Nevada City, California.

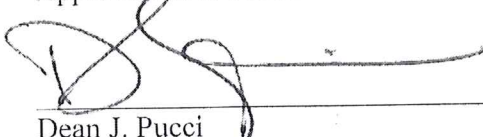


Joan L. Phillippe
Interim City Manager



Victoria Knoll
Employee

Approved as to Form:



Dean J. Pucci
City Attorney